

1. 9:30 A.M. Commission Agenda 3-14-2023

Documents:

[3-14-2023 CM1.PDF](#)

- 1.1. 9:30 AM Commission Meeting 3-14-2023 Docs

Documents:

[03-14-2023 AGENDA DOCS.PDF](#)



CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
March 14, 2023 - 9:30 a.m.



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN_06MTieDIQsC7cFXeo8ITiQ

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 815 9648 4870 Passcode: 451631

Agenda Topics:

Call to Order:

Commissioner Grulkowski

Pledge of Allegiance:

Please note the agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Motion: 2023 Presiding Officer - Chairman, Board of the County Commissioners, Cascade County, Montana

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: February 8, 2023 * February 14, 2023 * February 17, 2023 * February 28, 2023

Consent Agenda

Resolution 23-15: A resolution affirming approval of Contract 23-30, Approval of Use of November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the Allocation, Administration & Disbursements of Settlement Funds from the Walmart, Walgreens, CVS, TEVA, and Allergen Settlements and Participation Forms.

Contract 23-26: Ratification of Subrecipient Agreement between Cascade County and Pleasant Valley Colony regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$75,000. Effective: Date of Signing - December 31, 2026.

Contract 23-27: Cooperative Law Enforcement Annual Operating Plan and Financial Plan between Cascade County and the USDA, Forest Service, Helena-Lewis & Clark National Forest, Agreement #23-LE-11015600-032, 2023 Annual Plan.

Effective until December 31, 2023. Total Reimbursable Amount: \$3,500 (renewal)

Contract 23-28: Ratification of Subrecipient Agreement between Cascade County and South Wind Water & Sewer District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$30,000. Effective: Date of Signing - December 31, 2026.

Contract 23-29: Agreement with Center for Internet Security Inc. for Cascade County participate in an Email Protection Services -Pilot Participation program. No cost to the County.

1.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-24:</u> Professional Services Agreement between Heritage Health Solutions Inc. and the Cascade County Sheriff's Office providing off-site administrative healthcare.	Captain William Darby Sheriff's Office
2.	<u>Motion to Approve or Disapprove</u> <u>Resolution 23-13:</u> A resolution requesting distribution of Bridge & Road Safety & Accountability Program funds. Total MDT funds requested: \$282,181.28 County Match 5%: \$14,109.06	Les Payne Public Works Director
3.	<u>Motion to Approve or Disapprove</u> <u>Resolution 23-16:</u> Budget Appropriation within the Cascade County Road and Bridge Safety & Accountability (BARSAA) Program. Total Amount: \$282,181.28	Les Payne Public Works Director
4.	<u>Motion to Approve or Disapprove</u> <u>Resolution 23-14:</u> A resolution in the matter of the submission of Cascade County Fox Farm State Lands Project DNRC Easement Application. No cost to the County.	Phoebe Marcinek Deputy County Attorney
5.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
6.	Adjournment.	



CASCADE COUNTY COMMISSION MEETING
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Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

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Consent Agenda

Resolution 23-15: A resolution affirming approval of Contract 23-30, Approval of Use of November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the Allocation, Administration & Disbursements of Settlement Funds from the Walmart, Walgreens, CVS, TEVA, and Allergen Settlements and Participation Forms.

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Total Award of ARPA Funds: \$30,000. Effective: Date of Signing - December 31, 2026.

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5.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
6.	Adjournment.	

CASCADE COUNTY WORK SESSION MINUTES
VIA ZOOM ONLINE MEETING
February 8, 2023 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on March 14, 2023.		COMMISSION MINUTES JOURNAL # 63
Board of Cascade County Commissioners: Chairman Briggs, Commissioner Jim Larson, and Commissioner Rae Grulowski.		
Staff Present: Carey Ann Haight, Susan Shannon, Les Payne, Bonnie Fogerty, and Marie Johnson.		
Public Members Present: None		
Zoom Attendees: Jenn Rowell, Phoebe Marcinek, William Darby, and Kim Thiel-Schaaf.		
Chairman Briggs opened the work session meeting at 2:00 pm		
Consent Agenda Items:	Department:	
Board Appointment Vaughn Fire Fee Service Area for Timothy Wynn with a term ending 05/31/2023 to replace a seat vacated by Harold Vaughn JR.	Commissioners 01:10	
Contract 23-08: MT DPHHS USDA Commodities Supplemental Food Program Contract 23027210050 with Cascade County, Area VIII Agency on Aging. Effective: October 1-31, 2022. Reimburse @ \$4.20/per client, total 237 clients. Total Reimbursement: \$ 995.40 for October 2022 services,	Aging Services 01:24	
Contract 23-15: Ratification of Beneficiary Agreement between Cascade County and Great Falls College MSU regarding the use of the American Rescue Plan Act (ARPA) funds. Total Award of ARPA Funds: \$388,875. Effective: Date of Signing - December 31, 2026. (Pulled from October 25, 2022, Commission meeting)	Commissioners 03:55	
Contract 23-16: Lumen Dedicated Internet Access Agreement Modification (Ref: Contract 22-190, R0439127)	IT 06:00	
Contract 23-17: Approval for NESTE Live! to provide Talent Booking Services for Montana ExpoPark, including the Montana State Fair.	ExpoPark 07:02	
CITY/COUNTY HEALTH DEPARTMENT	CCHD	
Resolution 23-07: Budget Appropriation for COVID Immunization Program, Grant # 23-07-4-31-160-0. Total Amount: \$687,017. (Ref: Contract 22-184, R0439659)	CCHD 09:57	

AGENDA –

Contract 23-09: Big Sky Civil & Environmental Inc proposal for the professional service's agreement, for overlay and maintenance of 27th St NW, 31st St NW, 34th St NW, and Wilkinson Lane. Total Cost: \$17,286.00 **13:25**

Contract 23-10: Tractor and Equipment Company proposal for one (1) Sullair-185 Portable Air Compressor. Total Delivered Purchase Price: \$22,750.00 **13:31**

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

February 8, 2023 – 2:00 P.M.

Contract 23-11: Nelson Architects proposal for professional services relating to the design and build of the new storage building for the Cascade County Sheriff's Office. Total Cost: \$128,500 (ARPA Funds) **13:37**

Contract 23-12: TD&H engineering of Great Falls, MT proposal for the professional service's agreement, for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road. Total Cost: \$19,175.00 **17:18**

Contract 23-13: TD&H Engineering proposal for engineering services relating to the design and construction, for the repairs to the Pacific Steel & Recycling Arena, located at MT ExpoPark. Total Cost: \$19,500.00 **19:12**

Contract 23-14: Big Sky Civil & Environmental Inc Professional Services Agreement, for the removal of all underground fuel lines, and fuel holding tanks, located at the Cascade County Sheriff's Office. Total Cost: \$7,950.00 **20:39**

Contract 23-18: Purchase Agreement with ASIA MOTORS INC, of Melrose Park IL for one 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles. Total Cost: \$27,600.00 **28:22**

There were no additional items to add to the meeting.

Adjournment: Commissioner Grulowski closed the work session meeting at 2:25 p.m.

CASCADE COUNTY COMMISSION MEETING

February 14, 2023

Via Zoom and Conference room attendees

9:30 A.M.

**Commission
Journal #63**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on March 28, 2023.

Commission: Chairman Joe Briggs excused, Commissioner Jim Larson, and Commissioner Rae Grulkowski.

Staff: Carey Ann Haight- Chief Deputy County Attorney, Les Payne- Public Works, Captain William Darby- CCSO, Susan Shannon-Expo Park Director, Bonnie Fogerty- Commission and Marie Johnson -Deputy Clerk & Recorder.

Attendees Via Zoom: Phoebe Marcinek- Deputy Attorney, Abigail Hill- CCHD, Raina Leavens, and Kevin Angland- Planning Dept., Richard Liebert- public, Kim Theil-Schaaf- Aging Services Director, and Jenn Rowell- media.

Public: Shannon Wilson, Melissa Clark, and Lynda Henning.

Call to Order: Commissioner Grulkowski called the meeting to order. **00:01**

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **00:10**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 2-0 02:08**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Grulkowski made a **MOTION** to (A) Approve minute entries for January 10th, 18th, and 24th, 2023. (B)

Approval of Routine Contracts as Follows: **02:53**

Board Appointment of Timothy Wynn for the Vaughn Fire Fee Service Area expiring 05/31/2024 (Fill seat vacated by: Harold Vaughn Jr.) **03:31**

Resolution 23-09: Prosecutorial Assistance in the cases of State v. Holden, Cause No: ADC-2023-074. **04:05**

Contract 23-08: MT DPHHS USDA Commodities Supplemental Food Program Contract 23027210050 with Cascade County, Area VIII Agency on Aging. Effective: October 1-31, 2022. Reimburse @ \$4.20/per client, total 237 clients. Total Reimbursement: \$ 995.40 for October 2022 services. **04:21**

Contract 23-15: Ratification of Beneficiary Agreement between Cascade County and Great Falls College MSU regarding the use of the American Rescue Plan Act (ARPA) funds. Total Award of ARPA Funds: \$388,875. Effective: Date of Signing - December 31, 2026. **04:31**

Contract 23-16: Lumen Dedicated Internet Access Agreement Modification. (Ref: Contract 22-190, R0439127) **05:19**

Contract 23-17: Approval for NesteLive! to provide Talent Booking Services for Montana ExpoPark, including the Montana State Fair. **06:11**

City-County Health Department

Resolution 23-07: Budget Appropriation for COVID Immunization Program, Grant # 23-07-4-31-160-0. Total Amount: \$687,017. (Ref: Contract 22-184, R0439659) **06:45**

Resolution 23-08: Budget Appropriation within the Congregate Living Fund 2963 for Disease Intervention Specialist and Congregate Living Coordinators services. Total Amount: \$112,540. (Contract 22-201, R0440625) **06:54**
Motion carries 2-0 to approve items on the consent agenda 07:30

Agenda Item #1 Motion to Approve or Disapprove

Contract 23-09: Big Sky Civil & Environmental Inc Professional Service Agreement for overlay and maintenance of 27th St NW, 31st St NW, 34th St NW, and Wilkinson Lane. Total Cost: \$17,286.00 08:37

Public Works Director Les Payne presented this contract. **09:06**

Commissioner Larson made a **MOTION** to approve Contract 23-09: Big Sky Civil & Environmental Inc Professional Service Agreement for overlay and maintenance of 27th St NW, 31st St NW, 34th St NW, and Wilkinson Lane, for a total cost of \$17,286.00 and instruct staff to complete the contracting process. **Motion carries 2-0 10:54**

Agenda Item #2 Motion to Approve or Disapprove:

Contract 23-10: Tractor and Equipment Company of Great Falls, MT Agreement for one (1) Sullair-185 Portable Air Compressor. Total Delivered Purchase Price: \$22,750.00 11:12

Public Works Director Les Payne presented this contract. **11:37**

Commissioner Larson made a **MOTION** to approve Contract 23-10: Tractor and Equipment Company of Great Falls, MT Agreement for one (1) Sullair-185 Portable Air Compressor. Total Delivered Purchase Price: \$22,750.00 **Motion carries 2-0 14:38**

Agenda Item #3 Motion to Approve or Disapprove

Contract 23-11: Nelson Architects Agreement for professional services relating to the design and build of the new storage building for the Cascade County Sheriff's Office. Total Cost: \$128,500 (ARPA Funds) 14:47

Public Works Director Les Payne presented this contract. **14:56**

Commissioner Larson made a **MOTION** to approve Contract 23-11 bid proposal from Nelson Architects Agreement for professional services relating to the design and build of the new storage building for the Cascade County Sheriff's Office. Total Cost: \$128,500 (ARPA Funds) **Motion carries 2-0 20:38**

Agenda Item #4 Motion to Approve or Disapprove

Contract 23-12: TD&H Engineering of Great Falls, MT Professional Service Agreement for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road. Total Cost: \$19,175.00 20:47

Public Works Director Les Payne presented this contract. **20:57**

Commissioner Larson made a **MOTION** to approve Contract 23-12: TD&H Engineering of Great Falls, MT Professional Service Agreement for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road. Total Cost: \$19,175.00. **22:08**

Commissioner Larson **AMENDED the MOTION** to approve Contract 23-12: TD&H Engineering of Great Falls, MT Professional Service Agreement for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road. Total cost of **\$21,500.00** and instruct staff to complete the contracting processes. **Motion carries 2-0 25:35.**

Agenda Item #5 Motion to Approve or Disapprove

Contract 23-13: TD&H Engineering of Great Falls, MT Agreement for engineering services relating to the design and construction, for the repairs to the Pacific Steel & Recycling Arena, located at MT ExpoPark. Total Cost: \$19,500.00 26:03

Public Works Director Les Payne presented this contract. **26:18**

Commissioner Larson made a **MOTION** to approve Contract 23-13: TD&H Engineering of Great Falls, MT Agreement for engineering services relating to the design and construction, for the repairs to the Pacific Steel & Recycling Arena, located at MT ExpoPark. Total Cost: \$19,500.00 **31:34**

Commissioner Larson **AMENDED the MOTION** to approve Contract 23-13: TD&H Engineering of Great Falls, MT Agreement for engineering services relating to the design and construction, *and bidding services* for the repairs to the Pacific Steel & Recycling Arena, located at MT ExpoPark, for a total cost of **\$24,000.00. Motion carries 2-0 34:45.**

Agenda Item #6 Motion to Approve or Disapprove

Contract 23-14: Big Sky Civil & Environmental Inc Professional Services Agreement for the removal of all underground fuel lines, and fuel holding tanks, located at the Cascade County Sheriff's Office. Total Cost: \$7,950.00

Public Works Director Les Payne presented this contract. **35:23**

Commissioner Larson made a **MOTION** to approve Contract 23-14 proposal from Big Sky Civil & Environmental Inc Professional Services Agreement for the removal of all underground fuel lines, and fuel holding tanks, that are located at the Cascade County Sheriff's Office, for a total cost of \$7,950.00 and instruct staff to complete the contracting processes. **Motion carries 2-0 37:27.**

Agenda Item #7 Motion to Approve or Disapprove

Contract 23-18 Purchase Agreement with ASIA Motors Inc. of Melrose Park IL for one 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles. Total Cost: \$27,600.00 37:47

Public Works Director Les Payne presented this contract. **35:23**

Commissioner Larson made a **MOTION** to approve Contract 23-18 for the purchase of one 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles from ASIA Motors Inc. of Melrose Park IL and instruct staff to complete the purchasing process, for the total cost to the county of \$27,600.00. **Motion carries 2-0 41:42**

Agenda Item #8 Motion to Approve or Disapprove

Contract 23-19: Summit Food Services, LLC for Food Services at the Cascade County Adult Detention Center. Effective: December 19, 2022 - December 18, 2027. (Ref: Contract 22-195, R0439129) 41:59

Captain William Darby read the background for this contract. **42:29**

Commissioner Larson made a **MOTION** to approve Contract 23-19, a contract with Summit Food Services, LLC. for the Cascade County Adult Detention Center. **48:32**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

Shannon Wilson commented in person. 49:24

Richard Liebert commented via Zoom. 53:13

Adjournment: Commissioner Grulowski adjourned this Commission Meeting at 10:27 a.m.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

February 17, 2023 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on March 14, 2023.

**COMMISSION
MINUTES
JOURNAL # 63**

Board of Cascade County Commissioners: Chairman Briggs, Commissioner Jim Larson, and Commissioner Rae Grulowski.

Staff Present: Phoebe Marcinek, Bonnie Fogerty, and Marie Johnson.

Public Members Present: None

Zoom Attendees: None

Chairman Briggs opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Contract 23-20: Ratification of Subrecipient Agreement between Cascade County and Grassland Colony regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Commissioners
00:35

Contract 23-21: Ratification of Subrecipient Agreement between Cascade County and Homestead Acres Water & Sewer District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Commissioners
01:08

Contract 23-22: Ratification of Subrecipient Agreement between Cascade County and Gore Hill County Water District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$277,250. Effective: Date of Signing - December 31, 2026. (Ref: Application #1-17)

Commissioners
01:43

Contract 23-23: Ratification of Subrecipient Agreement between Cascade County and Centerville Public Schools regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$320,176. Effective: Date of Signing - December 31, 2026. (Ref: Application #2-20)

Commissioners
02:18

CITY/COUNTY HEALTH DEPARTMENT

No items

AGENDA –

Resolution 23-10: A resolution amending the policy for eligibility for Cascade County's Indigent Cremation/Burial Fund. **03:49**

Resolution 23-11: A resolution approving Financing documents for a Project on behalf of Montana Renewables, LLC in furtherance of the Issuance of Revenue Bonds to finance costs of designing, engineering, and constructing a Renewable Fuels Refinery under Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended. (Ref: Resolution 22-77, R0438463, Resolution 22-75, R0437808) **05:00**

Contract 23:24 was added to the agenda. **10:05**

Adjournment: Chairman Briggs closed the work session meeting at 2:16 p.m.

CASCADE COUNTY COMMISSION MEETING

February 28, 2023

Via Zoom and Conference room attendees

9:30 A.M.

Commission
Journal #63

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Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Rae Grulkowski were present.

Staff: Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek- Deputy Attorney, Deputy Treasurer- Denise Johnson, Raina Leavens- Planner, Bonnie Fogerty-Commission and Marie Johnson – Chief Deputy Clerk & Recorder.

Attendees Via Zoom: Jenn Rowell, Captain William Darby, and Dan Semmens of Dorsey-Whitney.

Public: Shannon Wilson, Melissa Clark, and Sherrie Neff.

Call to Order: Commissioner Briggs called the meeting to order. 00:41

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:52

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Larson made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 03:34

Treasurers Report: Denise Johnson read the treasurers report. 04:05

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Grulkowski made a MOTION to (A) Approve minute entries- *which there were none at this meeting.*

(B) Approval of Routine Contracts as Follows:

Contract 23-20: Ratification of Subrecipient Agreement between Cascade County and Grassland Colony regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$50,000. Effective: Date of Signing - December 31, 2026. 06:04

Contract 23-21: Ratification of Subrecipient Agreement between Cascade County and Homestead Acres Water & Sewer District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$86,133.18. Effective: Date of Signing - December 31, 2026. 06:16

Contract 23-22: Ratification of Subrecipient Agreement between Cascade County and Gore Hill County Water District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$277,250. Effective: Date of Signing - December 31, 2026. 06:38

Contract 23-23: Ratification of Subrecipient Agreement between Cascade County and Centerville Public Schools regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$320,176. Effective: Date of Signing - December 31, 2026. 07:05

Motion carries 3-0 to approve items on the consent agenda 08:23

Agenda Item #1

Motion to Approve or Disapprove:

Resolution 23-10: A resolution amending the policy for eligibility for Cascade County's Indigent Cremation/Burial Fund **08:30**

Commissioner Larson presented this resolution. **11:19**

Commissioner Grulkowski made a **MOTION** to approve Resolution 23-10, a resolution amending the policy for eligibility for Cascade County's indigent cremation /burial fund.

Motion carries 3-0 12:49

Agenda Item #2

Motion to Approve or Disapprove:

Resolution 23-11: A resolution approving Financing documents for a Project on behalf of Montana Renewables, LLC in furtherance of the Issuance of Revenue Bonds to finance costs of designing, engineering, and constructing a Renewable Fuels Refinery under Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended.

(Ref: Resolution 22-77, R0438463, Resolution 22-75, R0437808) **13:34**

Carey Ann Haight presented this contract. **13:41**

Dan Semmens spoke via Zoom. **19:47**

Commissioner Larson made a **MOTION** to approve Resolution 23-11: a resolution authorizing the sale and issuance of Solid Waste Disposal and Sewage Facilities Revenue Bonds (Montana Renewables, LLC Project) Series 2023, to finance a project under Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended: and authorizing the execution and delivery of documents with respect thereto. **Motion carries 3-0 24:00**

Agenda Item #3

Motion to Approve or Disapprove:

Contract 23-24: Professional Services Agreement between Heritage Health Solutions Inc. and the Cascade County Sheriff's Office providing off-site administrative healthcare. **24:47**

Chairman Briggs announced that this item will be tabled until March 14, 2023. **25:48**

Agenda Item #4

Public Hearing

Resolution 23-12: A resolution to amend to zoning map of the Cascade County Zoning Regulations by rezoning Parcel #2619975 from Open Space District to the Mixed-Use District.

Recessed the Commission Meeting:

Chairman Briggs recessed the Regular Commission Meeting at 9:58 a.m.

Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:42 a.m.

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **27:01** (See Exhibit A)

Staff Report:

Raina Leavens-Planner provided the Staff Report. **27:21 – 32:51**

Waived the Reading of the proposed amendments to Section 4:

The reading of the amendments was waived without objections (Amendments can be found in the Agenda Packet provided for this meeting). **33:33**

Call for Written Information:

There was no written information entered into the record. **34:32**

Call for Proponents:

Chairman Briggs called for Proponents, three times with no response. 34:38

Call for Opponents:

Chairman Briggs called for Opponents, three times with no response. 34:48

Call for Informational Witnesses:

Chairman Briggs called for Informational Witnesses, three times with no response. 35:15

Close to Public Hearing:

Chairman Briggs closed the Public Hearing at 10:07 a.m.

Reconvene the Regular Commission Meeting:

Chairman Briggs reconvened the Commission Meeting at 10:08 a.m.

Call for a motion:

Chairman Briggs called for a motion. 35:47

Commissioner Larson made a **MOTION** to consider the County Planning Board's recommendation, staff report, public comments, testimony and informational materials, adopt the staff report and approve Resolution of Intention 23-12 for a zoning map amendment to rezone parcel #2619975 from the Open Space District to the Mixed Use District based on the conclusion that it meets the criteria and guidelines set forth in MCA 76-2-203. Motion carries 3-0 37:00

Agenda Item #5

Contract 23-25: State & Local Fair Market Value Lease Agreement with Pitney Bowes SendPro C Auto 95 Auto Mailing Machine through Kelly Connect. Lease Term: 60 Months
Commissioner Grulkowski presented this contract. 37:32

Commissioner Larson made a **MOTION** to approve Contract 23-25 the State and Local fair market value lease agreement with Pitney Bowes for a SendPro C Auto 95 Auto mailing machine through Kelly Connect. Motion carries 3-0 43:25

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

Sherrie Neff of the Children's Museum spoke. 43:56

Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:16 a.m.

March 14, 2023

Resolution 23-15

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM

A Resolution Affirming Approval of Contract 23-30, Approval of Use of November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the Allocation, Administration and Disbursements of Settlement Funds from the Walmart, Walgreens, CVS, TEVA, and Allergen Settlements and Participation Forms

INITIATED AND PRESENTED BY

Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED

Approval of Resolution 23-15

BACKGROUND:

Additional negotiations in the National Prescription Opiate Litigation of which Cascade County is a party has resulted in five (5) new proposed settlements. These new settling Defendants are Walgreens, Walmart, CVS, Teva, and Allergan. The proposed settlements have been negotiated to follow the same distribution and allocation structure as was approved pursuant to the November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the allocation, administration and disbursement of settlement funds concerning Janssen and the Distributors.

The deadline to join settlements with these Defendants is April 18, 2023. Counsel for Cascade County has recommended joining these settlements. Based upon that recommendation, the Board of Cascade County Commissioners did authorize at a duly noticed meeting of the Board of Cascade County Commissioners for 10 a.m. Wednesday, March 8, 2023 for Commissioner Joe Briggs to sign the Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart and the MOU Approval Form, which have been designated as Contract 23-30 for Cascade County's internal record keeping and tracking purposes. Resolution 23-15 serves as ratification of the authorization of Contract 23-30.

TWO MOTIONS PROVIDED FOR CONSIDERATION:-

MOTION TO APPROVE:

Madam Chair, I move that the Commissioners **APPROVE Resolution 23-15**, A Resolution Affirming Contract 23-30 Approval of Use of November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the Allocation, Administration and Disbursements of Settlement Funds from the Walmart, Walgreens, CVS, TEVA, and Allergen Settlements and Participation Forms

MOTION TO DENY: Madam Chair, I move that the Commissioners **REJECT** Resolution 23-15.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF AFFIRMING THE
APPROVAL OF CONTRACT 23-30 APPROVAL
OF USE OF NOVEMBER 26, 2021 MEMORANDUM
OF UNDERSTANDING AND JANUARY 27, 2022
AMENDMENT TO THE MEMORANDUM FOR THE
ALLOCATION, ADMINISTRATION AND
DISBURSEMENTS OF SETTLEMENT FUNDS FROM
THE WALMART, WALGREENS, CVS, TEVA, AND
ALLERGEN SETTLEMENTS AND PARTICIPATION FORMS**

RESOLUTION 23-15

WHEREAS, the Board of Cascade County Commissioners (Board) on November 17, 2017, executed Contract 17-199, a Retention Agreement with *Simon Greenstone Panatier Bartlett, P.C.* and Montana Litigation Counsel consisting of various law firms including *Kovacich Snipes, P.C.* (Counsel) to represent Cascade County in litigation against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan, Plc f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., McKesson Corporation, AmerisourceBergen Corporation, and any other entities (Defendants) which have engaged in violations of the Montana Controlled Substances Act, Montana Food, Drug and Cosmetic Act, and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, as a result of the litigation (National Prescription Opiate Litigation), certain Defendants have engaged in settlement negotiations so to resolve and fully and finally settle such claims; and

WHEREAS, following the agreements reached previously by Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (Montana Distributors and Janssen), Walgreens, Walmart, CVS, Teva, and Allergan (settling Defendants) have proposed settlements which have been negotiated to follow the same distribution and allocation structure as was approved with the Montana Distributors and Janssen pursuant to the November 26, 2021 Memorandum of Understanding and January 27, 2022 Amendment to the Memorandum for the allocation, administration and disbursement of settlement funds; and

WHEREAS, Counsel, having made a review of the proposed settlements, did recommend to the Board at a duly notice public meeting with the Board of Cascade County Commissioners at 10:00 a.m. on the 8th day of March, 2023, (Public Meeting) that the Board approve the proposed settlement with the settling Defendants; and

WHEREAS, the deadline to join settlement with the settling Defendants is April 18, 2023; and

WHEREAS, the Board at the Public Meeting did authorize Commissioner Joe Briggs to sign the Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart and the MOU Approval Form at (Contract 23-30); and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County do affirm and ratify the Approval of Contract 23-30 Approval Of Use Of November 26, 2021 Memorandum Of Understanding And January 27, 2022 Amendment To The Memorandum For The Allocation, Administration And Disbursements Of Settlement Funds From The Walmart, Walgreens, CVS, Teva, and Allergen Settlements and Participation Forms.

Passed and adopted this 14th day of March 2023.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

JEFFREY B. SIMON (CA, NY, TX)
 DAVID C. GREENSTONE (CA, NY, TX)
 CHRISTOPHER J. PANATIER (CA, PA, TX)
 STUART J. PURDY (CA)
 LISA M. BARLEY (CA)
 LEAH C. KAGAN (CA, NJ, NY)
 CHARLES E. SOECHTING, JR. (PA, TX)
 BRENDAN J. TULLY (NY)
 EBBIE BRYANT (TX)
 TIFFANY N. DICKENSON (LA, MS, PA, TX)
 JACEY L. HORNECKER (TX)

ASSOCIATES:
 GREYSON ACKERMAN (TX)
 MICHAEL DERUVE (NY)
 ROBERT I. ELLIS (NJ, NY)

SIMON GREENSTONE PANATIER

TRIAL LAWYERS

ATTORNEYS & COUNSELORS AT LAW
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ERICA L. FALKNER (CA)
 MATTHEW G. LA SORSA (NY)
 CHRISTINA MANCUSO (TX)
 JENNIFER MONTEMAYOR (TX)
 JODEE NEIL (TX)
 ALBERT OGANESYAN (CA)
 SHREEDHAR R. PATEL (CA, NY, TX)
 HOLLY C. PETERSON (MD, NJ, NY, TX)
 MARY T. RAHMES (CA)
 IYMAN STRAWDER (TX, CA)
 FRANK J. WATHEN (TX)
 SHAINA A. WEISSMAN (MA, NY)
 MARC I. WILICK (CA)

OF COUNSEL:
 ROBERT A. GREEN (CA)

PLEASE RESPOND TO THE DALLAS OFFICE

February 21, 2023

Joe Briggs, County Commissioner
 Cascade County, Montana
 325 2nd Ave North
 Great Falls, MT 59404
Via Email: jbriggs@cascadecountymt.gov

Re: *National Prescription Opiate Litigation; County of Cascade v. Purdue Pharma et al.; Cause No. 1:18-op-45033, In the U.S. District Court, Northern District of Ohio; Lead Cause No. 1:17-md-02804*

National Proposed Settlements – Participation Agreements

Dear Mr. Briggs,

We have received five (5) new proposed settlements in the National Prescription Opiate Litigation. The settling Defendants are Walgreens, Walmart, CVS, Teva, and Allergan. Please note, the deadline to join settlements with these Defendants is April 18, 2023. We are recommending you join these settlements and will provide instructions on how to do so below.

Similar to the 2020/2021 National Settlements, the Opioids Implementation Administrator will be Rubris. As a result, they still maintain registration information from the last round of settlements and thus, registration will not be required to participate in these settlements. Also similar to the last round of national settlements, the settlement rollout will have three steps: (1) Notice to Subdivisions, (2) sending out Participation Agreements to Subdivisions, and (3) execution/return of Participation Agreements by Subdivisions.

Sometime in the coming weeks you will receive a "Notice" email from Rubris, the Opioids Implementation Administrator, notifying you that your state has agreed to sign on to one or more of the five settlements, and that action is now needed for you to participate.

The Notice email will be sent to known representatives for each subdivision, including the individual who executed the previous participation agreements. The Notice

DALLAS (Primary Office):

1201 Elm St., Suite 3400
 Dallas, Texas 75270
 214-276-7680 (T)
 214-276-7699 (F)

HOUSTON:

440 Louisiana St., Suite 802
 Houston, Texas 77002
 713-405-1201 (T)
 214-276-7699 (F)

LOS ANGELES:

3760 Kilroy Airport Way, Suite 680
 Long Beach, California 90806
 562-590-3400 (T)
 562-590-3412 (F)

NEW YORK:

420 Lexington Avenue, Suite 2848
 New York, New York 10170
 212-634-1690 (T)
 214-320-0526 (F)

email also will explain that you will shortly be receiving a second communication with the actual Participation Agreement(s) (and other documents) to be executed by the participation deadline (April 18, 2023). You will then receive a "DocuSign" email from Rubris, which will include DocuSign instructions, Participation Agreements (and any other documents needed to participate), and a cover letter describing the settlement and participation process. If the DocuSign package needs to be executed by someone other than the individual "assigned" in the DocuSign package, there will be instructions to "re-assign" to the appropriate individual. The DocuSign packages will be sent out on a rolling basis as each state's supporting documents are available.

The Notice email will alert the recipients that the subdivision must take action in order to participate in the settlements and alert them to the deadline for participation. The deadline to return participation documents is April 18, 2023.

Please ensure that you have these settlements on your meeting agenda for February, if not already passed, and March for discussion and/or approval.

Lastly, please add the following email addresses to your "safe" list to protect against the Participation Form package being sent to a junk or spam folder: dse_na3@docusign.net and opioidsparticipation@rubris.com

Thank you for your attention to this matter.

Thank you,

/s/Jeffrey Simon

Jeffrey Simon
Founding Shareholder

JBS/mm

cc: Ben Snipes (via e-mail)
Justin Stalpes (via e-mail)
Mark Kovacich (via e-mail)
Shreedhar Patel (via e-mail)
JoDee Neil (via e-mail)
Marilyn Mildren (via e-mail)
Matthew Melloy (via e-mail)

March 14, 2023

Contract 23-26

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Approval of Subrecipient Agreement
with Pleasant Valley Colony
for ARPA Funding Allocation

INITIATED AND PRESENTED BY: Joe Briggs, Commissioner

ACTION REQUESTED: Approval of Contract 23-26

BACKGROUND:

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Pleasant Valley Colony and Cascade County for ARPA funding allocation in the amount of \$75,000.

RECOMMENDATION:

The recommendation is to approve Contract 23-26.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-26, an agreement between Cascade County and Pleasant Valley Colony for ARPA funding allocation in the amount of \$75,000."

MOTION TO DISAPPROVE:

"Madam Chair I move Cascade County Commission **DISAPPROVE** Contract 23-26".

SUBRECIPIENT AGREEMENT**BETWEEN CASCADE COUNTY, MT AND PLEASANT VALLEY COLONY REGARDING
USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS FOR WATER
AND/OR SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2nd Avenue North, Great Falls, MT 59401, and the Pleasant Valley Colony (hereinafter "Grantee"), 734 McCoy Road Belt, MT 59412, UEI#: S5LBBZENTUP3, collectively referred to herein as the "Parties".

SOURCES OF FUNDING

The sources of the funding for this Contract are \$75,000.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.

their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
 - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).
 - A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee

agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.

- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
 - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment

is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

11. IMPROPER PAYMENTS: Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

19. DISCLAIMER: The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.

20. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

21. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE

COMPLIANCE: The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

27. USE OF NAME. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

28. ASSIGNMENTS: The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

29. MODIFICATIONS: This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

30. SEVERABILITY: It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

31. TERMINATION: Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.

32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8th Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

40. **LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

41. **EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

PLEASANT VALLEY COLONY

BY: Peter J Wolf March 1-'23
Name Date
Title

CASCADE COUNTY, MONTANA

BY: Joe Briggs 03/09/23
Joe Briggs Date
Chairman, Cascade County

EXHIBIT A

WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS

Application #	3-2
Grantee	Pleasant Valley Colony
Project Name	Water Well for Public School Grades 1-8
ARPA Award	\$75,000.00
Overall Project Budget	\$250,000.00
Project Description	Water well collapsed due to power phase failure.
Projected Timeline	Project Completion: May 4, 2022

March 14, 2023

Contract 23-27

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Annual Cooperative Law Enforcement Agreement which includes the Operating Plan & Financial Plan between the USDA Forest Service and the CCSO

INITIATED & PRESENTED BY: Captain Landon Koteskey
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 23-27

BACKGROUND:

The purpose of this Cooperative Law Enforcement Agreement #23-LE-11015600-032, is to establish the framework for cooperation between the Forest Service and the CCSO to further mutual law enforcement interests. This is a reimbursement operating plan with a total 2023 Annual Operating Plan of \$3500.00.

TERM: The 2023 Operating Plan expires 12/31/2023

AMOUNT: Reimbursement to CCSO \$3500.00

RECOMMENDATION: Approval of Contract 23-27

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **approve** Contract 23-27, 2023 Annual Operating Plan with USDA Forest Service and the CCSO.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **disapprove** Contract 23-27, 2023 Annual Operating Plan with USDA Forest Service and the CCSO.



USDA, Forest Service

OMB 0596-0217
FS-1500-8

FS Agreement No. 23-LE-11015600-032

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
CASCADE, COUNTY OF
And The
USDA, FOREST SERVICE
HELENA-LEWIS AND CLARK NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Cascade, County of, hereinafter referred to as "the County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, Helena-Lewis and Clark National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the County Sheriff's Office, has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: COOPERATIVE LAW ENFORCEMENT

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the County Sheriff's Office, for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COUNTY SHERIFF'S OFFICE SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the County Sheriff's Office, performing law enforcement activities under this agreement meet the same standards of training



required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the County Sheriff's Office, 's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award



Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperativor. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- L. Monitor the U.S. Forest Service radio frequencies 24 hours per day year round. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of the County Sheriff's Office.
- M. Operate and maintain the County Sheriff's Office radio equipment in accordance with Federal Communications Commission (FCC) regulations and operational parameters as established by this Agreement. Maintain administrative control of radio frequencies and be responsible for all uses of the frequency or frequencies listed in the Annual Operating Plan. The radio equipment shall be, and remain the property of the party who furnished it. Frequency use is limited to the restrictions imposed by the Radio Frequency Authorization (RFA) supplied by the U.S. Forest Service. Authorized radio frequencies may be installed in mobile and portable radios for operational use between the U.S. Forest Service and the County Sheriff's Office as designated by each party.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the County Sheriff's Office, for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the County Sheriff's Office, 's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Nick Scholz
U.S. Forest Service
Helena-Lewis and Clark NF
2880 Skyway Drive
Helena, MT 59602
Phone: (406) 401-0004
E-Mail: nicholas.j.scholz@usda.gov

- C. Operate and maintain the U.S. Forest Service radio equipment in accordance with National Telecommunications and Information Administration (NTIA) operational parameters as established by this Agreement. Maintain administrative control of radio frequencies and be responsible for all uses of the frequency or frequencies listed



in the Annual Operating Plan. The radio equipment shall be, and remain the property of the party who furnished it. Frequency use is limited to the restrictions imposed by the Federal Communications Commission (FCC) supplied by the County Law Enforcement (FCC License). Authorized radio frequencies may be installed in mobile and portable radios for operational use between the U.S. Forest Service and the County Law Enforcement as designated by each party.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jesse Slaughter, Cascade County Sheriff/Coroner's Office 3800 Ulm N. Frontage Road Great Falls, MT 59404 Phone: (406) 454-6820 Email: jslaughter@cascadecountymt.gov	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Nick Scholz Patrol Captain Helena-Lewis and Clark NFs Beaverhead-Deer Lodge NFs 2880 Skyway Drive Helena, MT 59602 Cell: (406) 410 0004 Email: nicholas.j.scholz@usda.gov	Matt Gordon Grants Management Specialist Northern Region 26 Fort Missoula Road Missoula, MT 59804 Phone: (406) 329-1012 Email: matthew.gordon@usda.gov

- C. An Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request



of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

- D. This agreement has no effect upon the County Sheriff's Office, 's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 - 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 - 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 - 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 - 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 - 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the County Sheriff's Office, performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the County Sheriff's Office, . Law enforcement provided by the County Sheriff's Office, and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.



- I. The County Sheriff's Office's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the County Sheriff's Office, for only the additional activities requested and not for activities that are regularly performed by the County Sheriff's Office, .
- K. Reimbursement may include the costs incurred by the County Sheriff's Office, in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the County Sheriff's Office, is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.
- M. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the County Sheriff's Office, shall ensure adequate safeguards and controls exist to protect loss or theft. The County Sheriff's Office shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The County Sheriff's Office is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the County Sheriff's Office, for and/or transferred to the County Sheriff's Office, under the AD-107 process or equivalent.
- N. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the County Sheriff's Office, using any Federal funding. Upon expiration of this agreement the County Sheriff's Office, shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S.



Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

- O. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the County Sheriff's Office, 's purchase of equipment or supplies.
- P. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- Q. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the County Sheriff's Office, in excess of the amount to which the County Sheriff's Office, is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to the County Sheriff's Office, .
 - 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- R. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- T. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- U. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the County Sheriff's Office, is/are approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the U.S. Forest Service or the County Sheriff's Office, from participating in similar activities with other public or private agencies, organizations, and individuals.
- W. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any



electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- X. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December, 31 2027.
- Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



JOE BRIGGS, Chairman
Cascade County Commissioner

Date

JAMES L. LARSON, Member
Cascade County Commissioner

Date

RAE GRULKOWSKI, Member
Cascade County Commissioner

Date

JESSE SLAUGHTER, Sheriff
Cascade County

Date

2/28/2023

EMILY PLATT, Forest Supervisor
U.S. Forest Service, Helena-Lewis and Clark National Forest

Date

SCOTT BRAGONIER, Special Agent in Charge
U.S. Forest Service, Northern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

MATTHEW
GORDON

Digitally signed by
MATTHEW GORDON
Date: 2022.12.28
14:21:31 -0700

MATT GORDON
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.



Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 23-LE-11015600-032

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT
ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between
Cascade, County Of
And the
USDA, FOREST SERVICE
Helena-Lewis and Clark National Forest**

2023 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Cascade, County Of, hereinafter referred to as "the County Sheriff's Office," and the USDA, Forest Service, Helena-Lewis and Clark National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11015600-032. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through December 31, 2023..

2023 Total Annual Operating Plan: \$3,500.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Designated Representatives Principal Contacts:

County

Landon Kotesky, Captain
Cascade County Sheriff/Coroner's
Office
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 868-9496
Email: lkoteskey@cascadecountymt.gov

Forest Service

Nick Scholz
Patrol Captain
2880 Skyway Drive
Helena, MT 59602
Phone: (406) 410-0004
Email: nicholas.j.scholz@usda.gov

**Alternate Representatives:****County**

Joey Mcdermand, Accountant
Cascade County Sheriff's Office
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 454-6832
Email: jlmcdernand@cascadecountymt.gov

Scott Van Dyken, Undersheriff
Cascade County Sheriff's Office
3800 Ulm N. Frontage Road
Great Falls, MT 59404
Phone: (406) 454-7683
Email: svandyken@cascadecountymt.gov

Forest Service

Tony Fedele
Law Enforcement Officer
2880 Skyway Dr
Helena, MT 59602
Phone: (406) 495-3930

Corey Scevers
Law Enforcement Officer
415 Front Street
Townsend, MT 59644
Phone: (406) 250-4994

Zac Norris
Law Enforcement Officer
920 NE Main Street
Lewistown, MT 59457
Phone: (406) 538-1913 Cell (406) 380-0497

Kevin Arnold, Law Enforcement Officer
1102 Main Ave. NW
Choteau, MT 59422
Phone: (406) 466-5341 Cell (406) 431-8071

Jackie Clark
U.S. Forest Service, Northern Region, LE&I
26 Fort Missoula Rd
Missoula, MT 59804
Phone: (406) 329-3154
Email: jackie.clark3@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.585/mile patrolled

Per diem rate is \$00/day

Wages at the prevailing rate of \$(see below)/hour plus fringe benefits for the individual officer.

Full-time sworn Officers Overtime wages are at the rate (with fringe benefits) of **\$41.34 - \$56.76 hour** (overtime rate only – all officers already on regular 8 hours).

*Range of rates dependent upon full-time sworn officer position, i.e., Sergeant, Patrolman I, II, III, or Patrolman Prob. (full time).



II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the County Sheriff's Office and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- Dry Fork Road #120
- Camp Rotary Road #1049
- Belt Park Road #6511
- Harley Creek Road #834
- Logging Creek Road #253
- Divide Road # 839
- Chamberlain Road #3323
- Jefferson Creek Road #267
- Ruby-Henn Road #613
- Carpenter Creek Road #3328
- Lick Creek Road #67

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- Logging Creek Campground
- Aspen Campground
- Many Pines Campground
- Kings Hill Campground and Rental Cabin
- Kings Hill Winter Recreation Area Parking Lot
- Showdown Ski Area
- Dispersed Camping Areas and sites along and adjacent to Dry Fork Road #120
- Dispersed Camping Areas and sites along and adjacent to Logging Creek Road #253

Total reimbursement for this category shall not exceed the amount of: **\$3,500.**

III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

All equipment purchases need to be pre-approved by the Patrol Captain.

Total reimbursement for this category shall not exceed the amount of: **49% of the total.**



IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the County Sheriff's Office whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the County Sheriff's Office agrees to provide special services beyond those provided under Section II-A, within the County Sheriff's Office resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The County Sheriff's Office will be compensated as outlined in Addendum A; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, or an official from the Incident Management Team managing the incident, County Sheriff's Office personnel directly assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for billing and requesting fire reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to Deanna Crawford, Regional Incident Business Coordinator at (406) 274-2995, Deanna.Lewis1@usda.gov.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates



specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The County Sheriff's Office will furnish **monthly** to the U.S. Forest Service, an itemized billing for reimbursement and a completed Cooperative Law Enforcement Activity Report (FS 5300-5). The billing shall include the U.S. Forest Service Agreement number, the section of the Annual Operating Plan the reimbursement is being requested under, and include such items as the number of trips, total mileage, Resource Order number if applicable, etc., and shall be in sufficient detail to allow the U.S. Forest Service to tie the expenditures back to the reimbursable expenses. For expenditures pursuant to conditions described in provision V-B-2 (Incident/Fire Emergencies) see Addendum A. The County Sheriff's Office should certify the billings as being current and proper.
- B. All invoices for 2023 activities must be submitted no later than March 31, 2024 to be considered for reimbursement.**
- C. The County Sheriff's Office will also furnish **monthly** to the U.S. Forest Service, a patrol log by each officer performing patrols pursuant to this Annual Operating Plan. This patrol log shall show the name of the deputy performing the patrol, dates the patrols were performed, and the reference to the Annual Operating Plan section for the patrol. Other items of format shall be mutually agreed upon.

The invoice and patrol logs should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109 **OR**
PREFERRED METHOD:
Email: SM.FS.ASC_GA@USDA.GOV

**Submit copies of invoice(s)
and patrol logs to:**

Nick Scholz
Patrol Captain
Helena-Lewis and Clark NFs
Beaverhead-Deer Lodge NFs
2880 Skyway Drive
Helena, MT 59602
Email: nicholas.j.scholz@usda.gov

- D. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$3,500.00	NA
Equipment		49%
Total	\$3,500.00	

**Helena-Lewis and Clark National Forest**

Receive	RX Tone	Transmit	TX Tone	Name
171.7		171.7	123.0	LC WEST
171.5		171.5	123.0	LC EAST
171.5		164.0	123.0	PORPHYRY
171.5		164.0	103.5	MONUMENT
171.5		164.0	131.8	ELK PEAK
171.5		164.0	156.7	BIG BALDY
171.5		164.0	146.2	MT HIGH
171.5		164.0	114.8	WEST PK
171.5		164.0	107.2	SUNLIGHT
171.5		164.0	110.9	HWD BALDY
171.5		164.0	100.0	GREATHOUSE PEAK
171.7		164.2	103.5	HALF DOME
171.7		164.2	114.8	MT WRIGHT
171.7		164.2	156.7	PRAIRE REEF
171.7		164.2	131.8	RENSHAW
171.7		164.2	146.2	STEAMBOAT
171.1375		171.1375	123.0	HNF DIRECT
171.1375		164.15	100.0	ELK MOUNTAIN
171.1375		164.15	131.8	DUCK CREEK
171.1375		164.15	146.2	PARK PEAK
171.1375		164.15	103.5	HOGBACK
171.1375		164.15	141.3	GATES
171.1375		164.15	110.9	MACPASS
171.1375		164.15	167.9	GRANITE
171.1375		164.15	192.8	STONEWALL
171.1375		164.15	114.8	OGDEN
171.1375		164.15	123.0	SILVER KING

Cascade CSO

Receive	RX Tone	Transmit	TX Tone	Name
154.71		155.64	151.4	744 LOCAL
154.04		156.015	141.3	744 CEN
154.77		155.58	151.4	744 EAST
154.77		155.58	162.2	744 WEST

Note: The frequency data contained in this Exhibit is Controlled Unclassified Information (CUI) and is not releasable under the Freedom of Information Act.



Addendum A
Region One Fire Emergency Language & Billing Protocol
Coop Law Enforcement Agreements / Annual Operating Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for ACTUAL COSTS incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals are provided for county officials by the incident, they will be given in lieu of any per diem entitlements.

Administrative support (e.g. posting incident time, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the county's normal jurisdictional responsibilities such as enforcement, patrols, evacuations. 2. Automotive repairs, tires, and services are covered in the mileage rate.

Billing Protocol:

Documentation required to be submitted by the County to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports or timesheets of personnel signed by an Incident Management Team official, and Payroll Summary Report by hours and rate of pay per person per day.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or U.S. Forest Service Signature) for purchase.



- Mileage – Summary by day by vehicle and personnel using the vehicle.

For questions concerning incident/fire emergencies, please contact Deanna Crawford, Regional Incident Business Coordinator at (406) 274-2995 (Deanna.Lewis1@usda.gov). Bills will be submitted to: Deanna Crawford, Incident Business Coordinator, U.S. Forest Service, Fire/Aviation/Air, 26 Fort Missoula Rd, Missoula, MT 59804.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

March 14, 2023

Contract 23-28

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Approval of Subrecipient Agreement
with South Wind Water & Sewer District
for ARPA Funding Allocation

INITIATED AND PRESENTED BY: Joe Briggs, Commissioner

ACTION REQUESTED: Approval of Contract 23-28

BACKGROUND:

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the South Wind Water & Sewer District and Cascade County for ARPA funding allocation in the amount of \$30,000.

RECOMMENDATION:

The recommendation is to approve Contract 23-28.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-28 an agreement between Cascade County and South Wind Water & Sewer District for ARPA funding allocation in the amount of \$30,000."

MOTION TO DISAPPROVE:

"Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-28".

SUBRECIPIENT AGREEMENT**BETWEEN CASCADE COUNTY, MT AND SOUTH WIND WATER & SEWER DISTRICT
REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS
FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2nd Avenue North, Great Falls, MT 59401, and the South Wind Water & Sewer District (hereinafter "Grantee"), 5405 Lower River Road Great Falls, MT 59405, UEI#: FU6GDJRGSWH5, collectively referred to herein as the "Parties".

SOURCES OF FUNDING

The sources of the funding for this Contract are \$30,000.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.

Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
 - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
 - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record

keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim

setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

11. IMPROPER PAYMENTS: Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

19. **DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.
20. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

21. **INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE

COMPLIANCE: The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

27. USE OF NAME. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

28. ASSIGNMENTS: The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

29. MODIFICATIONS: This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

30. SEVERABILITY: It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

31. TERMINATION: Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.

32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8th Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

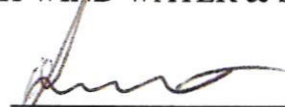
40. LIMITATION OF GRANTOR'S AUTHORITY: Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS: The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

SOUTH WIND WATER & SEWER DISTRICT

BY:


Name RON LORENZ
Title PRESIDENT

3-3-2023
Date

CASCADE COUNTY, MONTANA

BY:


Joe Briggs
Chairman, Cascade County

02/08/23
Date

EXHIBIT A

WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS

Application # **2-18**

Grantee **South Wind Water & Sewer District**

Project Name **Water System & Sewer System Preliminary**
Engineering

ARPA Award **\$30,000.00**

Overall Project Budget **\$45,000.00**

Project Description

Develop a preliminary engineering report to address water system and sewer system deficiencies and needs.

Projected Timeline **May 2023-December 2024**

March 14, 2023

Contract 23-29

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM

Agreement between Cascade County and the Center for Internet Security, Inc. for Cascade County to participate in an Email Protection Services -Pilot Participation Program

INITIATED AND PRESENTED BY

Sean Higginbotham, IT Director

ACTION REQUESTED

Approval of Contract 23-29

BACKGROUND:

The Center for Internet Security, Inc. is procuring services with DuoCircle, LLC ("DuoCircle") which will be licensing a customized version of the DuoCircle PhishProtection product, which provides an email filtering and management service offering inbound email traffic management at the internet level. Simply put, approving this agreement authorizes Cascade County to participate in this security related pilot program at no cost to Cascade County. Except as otherwise provided, the Agreement will terminate on September 30, 2023.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners **APPROVE** Contract 23-29.

MOTION TO DENY: Madam Chair, I move that the Commissioners **REJECT** Contract 23-29.

Cascade County, Montana a U.S. State, Local, Tribal or Territorial (SLTT) Entity ("Participant") hereby agrees to participate in a no-cost pilot program for Email Protection Services ("EPS") (the "Pilot"), being administered by Center for Internet Security, Inc. ("CIS") in its capacity as the Multi-State Information Sharing & Analysis Center ("MS-ISAC") and the Elections Information Sharing & Analysis Center ("EI-ISAC").

CIS is procuring services with DuoCircle, LLC ("DuoCircle," or the "Pilot Provider"), on behalf of Participant that will be licensing a customized version of the DuoCircle PhishProtection product, which provides an email filtering and management service offering inbound email traffic management at the internet level.

By agreeing to participate in the Pilot, Participant acknowledges and agrees to the following:

1. Participant will whitelist DuoCircle IP addresses; create a Domain Name System Canonical Name record (DNS CNAME); modify its Mail Exchange (MX) record; and complete a prerequisite technical form. If Participant does not complete the items identified at section 1 within sixty (60) days of execution, CIS may deem Participant to have withdrawn from the Pilot.
2. CIS will enable an account with DuoCircle which will provide Participant with EPS services during the Pilot period.
3. Participant acknowledges and agrees that reporting and associated data provided by the Pilot Provider as part of the ESP Services will be shared with CIS for the purpose of allowing CIS to evaluate the value and effectiveness of Pilot Provider's ESP service. The information provided to CIS as part of the ESP Services and this Agreement shall be treated as Category A Information of Participant, as defined in the MS-ISAC Member Agreement signed by Participant and CIS, and shall be subject to the information sharing and handling terms of that agreement.
4. The Pilot will commence when Participant completes its responsibilities in accordance with Paragraph 1, above and will terminate on September 30, 2023 or upon termination of federal funding for the Pilot; or upon written request by Participant upon seven business days' written notice. Upon completion of the Pilot term, CIS will disable the ESP services account with Pilot Provider, and Participant agrees to reconfigure its email system and DNS records.
5. Participant shall use all reasonable efforts to ensure that it informs (for example, via a banner message on emails) those who use any communications system covered by the Service, that communications transmitted through such system maybe intercepted, and indicate the purposes of such interception.
6. Participant grants to DuoCircle an irrevocable, royalty-free, fully-paid up, non-exclusive license to use data from suspicious and unwanted emails, including email metadata, embedded URLs and attachments (which may include personal data), for its security services platform. Such use may entail the data being stored for analysis for up to 90 days from the point of initial transit through the Services or in perpetuity, depending on the nature of the suspicious or threatening characteristic.
7. Participant acknowledges and agrees that development of an updated threat profile derived from data in DuoCircle's ecosystem is critical to the functionality of its PhishProtection. Participant grants a license to DuoCircle to collect Threat Analytics. Further, Participant hereby grants a limited license to DuoCircle to use anonymized Threat Analytics to maintain, improve and enhance DuoCircle Services.
8. Upon termination of the Pilot or upon written request, CIS will terminate the Participant's account and work with DuoCircle to ensure full termination of all Participant's data.

Participant Name: Cascade County, Montana

Signature: _____

Date: _____

Signer Name: _____

March 14, 2023

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Professional Services Agreement between
Heritage Health Solutions, Inc., and the Cascade
County Sheriff's Office

INITIATED & PRESENTED BY: Captain William Darby
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract #23-24

BACKGROUND:

The purpose of this agreement is to provide administrative healthcare services of certain medical care and prescription plan services not provided by the County for inmates at the Cascade County Detention Center, which will hopefully result in cost-savings for the County. Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County. This will include negotiating with local providers to participate in the Heritage Network and managing the appeal process with providers. As previously established, the County will not be responsible, and Heritage will not process, payment for any pre-existing medical conditions of inmates.

TERM: March 14, 2023 – March 13, 2026

RECOMMENDATION: Approval of Contract #23-24.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Contract #23-24, Professional Services Agreement with Heritage Health Solutions, Inc. Effective March 14, 2023 to March 13, 2026.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Contract #23-24, Professional Services Agreement with Heritage Health Solutions, Inc. Effective March 14, 2023 to March 13, 2026.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of the _____ day of _____ (the "Effective Date") between Heritage Health Solutions Inc., a Texas Corporation, having its principal office located at 750 Canyon Dr., Coppell, TX 75019 ("Heritage"), and Cascade County Sheriff's Office, located at 3800 Ulm N Frontage Road Great Falls, MT 59404 ("County"). Heritage and County may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Heritage has considerable expertise in providing off-site administrative healthcare services as described in Attachment A (the "Services"); and

WHEREAS, the County desires to employ Heritage to provide administrative healthcare services of certain medical care and prescription plan services not provided by County for inmates at the County's Adult Detention Center; and

WHEREAS, Heritage is able and agreeable to provide the County with administrative healthcare services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The initial term of this Agreement shall commence on the date first written above and shall continue for a period of three (3) years (the "Initial Term"). Unless either Party gives the other written notice of desire to terminate or renegotiate this Agreement within sixty (60) days prior to the expiration of the Initial Term, this Agreement will automatically renew for an additional two (2) year term.
2. **Scope of Services.** Heritage agrees to perform the Services described in Attachment A ("Services"). The intervals at which the Services will be provided and other details regarding the Services are set forth in the attachments to this Agreement.
3. **Preferred Provider.** Heritage is County's preferred provider for those Services identified as preferred in Attachment A ("Preferred Services"). The County agrees to purchase from Heritage all of its requirements for the Preferred Services during the term of this Agreement.
4. **Process of Billing:** All medical claims shall first go to the County for processing and review. Within fifteen (15) calendar days of receipt of the bill, the County will forward those bills to Heritage.
5. **Price and Payment.** a. Prices for the Services are listed in Attachment B ("Price Offering"). Applicable taxes and similar assessments are not included in the prices and will be billed separately on the County's invoice.

b. Payments are due within thirty (30) days of the invoice date. All payments by the County under this Agreement shall be made by electronic funds transfer. Heritage and County agrees that, in the event the County fails to make payment when due, an amount equal to the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum amount allowed by law, will be added to all amounts outstanding which have not in good faith been disputed by the County. In the event that County in good faith disputes the charges set forth in an invoice, County shall notify Heritage within thirty (30) days of its receipt of such invoice. County will pay all undisputed charges in accordance with this

Section 5.

6. **Termination.** Either Party may terminate this Agreement if the other Party fails to perform in accordance with this Agreement and the breaching Party fails to correct such default or neglect within thirty (30) days after written notice thereof. Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party.
7. **Representations and Warranties.**
 - a. Heritage is engaged in the business of providing the Services.
 - b. Heritage represents and warrants that it will perform all work in a safe and efficient manner and using industry accepted practices;
 - c. Heritage represents and warrants that it will comply with all requirements of federal, state, provincial and local laws, rules, regulations, by-laws, ordinances, and orders ("Laws") applicable to the Services to be performed.
 - d. Heritage represents and warrants that the Services shall conform to the description set forth in the applicable attachment and shall be provided in accordance with applicable law in a professional manner by qualified individuals.
 - e. County represents and warrants to Heritage that it is and shall remain in compliance with all federal, state and local laws, rules and regulations applicable to County's business and that County shall implement, maintain and document privacy and security policies and procedures in accordance with applicable laws, rules and regulations.
 - f. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES BY HERITAGE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH HERITAGE MAKES NO REPRESENTATION OR WARRANTY. HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS. COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE, TRADITIONAL MEDICAL OR PSYCHIATRIC CARE.
8. **Insurance.** Heritage agrees to procure and maintain at least the following insurance (where applicable) covering the Services:
 - a. Workers' Compensation
Statutory
 - b. Employer's Liability

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
 - c. General Liability (bodily injury and property damage - combined single limit)

General Aggregate Per Policy	\$2,000,000
Product & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- d. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement)
\$1,000,000 combined single limit

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be provided to the County. *The certificates must name the County as certificate holder and Heritage shall provide copies of additional insured endorsements required by Heritage's commercial general liability and automobile liability policies.* Heritage shall endeavor to notify County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. County reserves the right to require complete copies of insurance policies at all times.

9. Compliance With Workers' Compensation Act.

Heritage shall comply with all state law Workers' Compensation requirements, including the Montana Workers' Compensation Act (as applicable in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA) while performing work for the County. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Heritage nor its employees are County employees. This insurance/exemption must be valid for the entire Agreement term and any renewal. Upon expiration, a renewal document must be sent to the County.

10. Compliance With Laws.

Heritage shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Heritage is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Heritage subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Heritage agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

11. Indemnification.

- A. HERITAGE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE REASONABLE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE LAWYERS' FEES, CONSULTANT OR OTHER PROFESSIONAL FEES AND THE REASONABLE COSTS OF INVESTIGATION, ANY REMEDIAL ACTIONS REQUIRED BY LAW, REGULATION OR ORDER (COLLECTIVELY REFERRED TO AS "LOSSES"), TO THE EXTENT THAT

SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY: (I) HERITAGE'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF HERITAGE TO BE TRUE, ACCURATE, AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF HERITAGE OR ITS EMPLOYEES OR AGENTS.

- b. COUNTY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HERITAGE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, TO THE EXTENT THAT SUCH LOSSES CAUSED IN WHOLE OR PART BY: (I) COUNTY'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF COUNTY TO BE TRUE, ACCURATE, AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF COUNTY OR ITS EMPLOYEES OR AGENTS.

- 12. **Disputes.** The Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and or negotiation in good faith and a spirit of mutual cooperation. This Agreement shall be governed by and construed in accordance with the domestic laws of Cascade County without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Cascade County, MT.
- 13. **Attorneys' Fees.** If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the Parties shall bear their own attorneys' fees and costs.
- 14. **Limitation of Liability.** In no event shall either party be liable for any special, indirect, incidental, punitive or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.
- 15. **Confidentiality.**

1. **Personal Health Information.** Heritage agrees that from time to time during the Agreement its agents, employees or assigns, may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164. Heritage agrees that Heritage, its agents, employees or assigns will not use or disclose PHI for any purpose unless expressly authorized by the County or required by a court of competent jurisdiction or by any governmental authority or by any state or federal law.

2. **Information Security.** The parties agree that any collection, access, use, storage, disposal and disclosure of personal or confidential information does and will comply with all applicable federal and state privacy and data protection laws, as well as other applicable regulations and rules. Heritage is obligated to implement and maintain minimum safeguards for the treatment of personal and confidential information, particularly in the handling of highly sensitive personal information.

3. **Public Access Information.** Heritage acknowledges that County is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information, and certain information relating to individual or public safety. Heritage is responsible for affirmatively identifying and notifying County of all information it deems protected from disclosure by providing an affidavit explanation substantiating the protected nature of the information. Heritage acknowledges that should Heritage disagree with County's determination that such information is not protected, Heritage warrants that it will be solely responsible for all legal costs and fees associated with any defense by the County of Heritage's claim for protection in the event of an open records request from a third party, which Heritage

chooses to oppose. Heritage will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the County, or Heritage will immediately withdraw its opposition to the open records request and permit the County to release the documents for examination. The County will inform Heritage in writing of any open records request that is made, and Heritage will have three working days from receipt of the notice to notify the County in writing whether Heritage opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record. Documents and information that, in the opinion of the County, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

16. **Force Majeure.** No delay or failure in performance by either Party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the Party affected and which said Party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").

17. **Independent Contractor.** Heritage is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Heritage nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County.

18. **Registration With the Secretary of State.**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA Sections 35-14-1505, 35-8-1001, and 35-12-1309. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. MCA Sections 35-8-1001, 35-12-1302, and 35-14-1502. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

19. **Notice.**

- a. All other notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered by certified mail or overnight courier with tracking capabilities to the parties at the following addresses:

Heritage Health Solutions, Inc.
750 Canyon Dr. Suite 120
Coppell, Texas 75019
Attn: Director, Contract Management

Cascade County Sheriff's Office
3800 Ulm N Frontage Rd
Great Falls, MT 59404
Attn: Scott Van Dyken

- b. Parties will give written notice of any and all claims promptly following Party's first knowledge of the event or occurrence which gives rise to that claim.

20. **Assignment or Delegation.** Heritage may not delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without prior written consent of County. County may not assign or subcontract its rights and/or responsibilities under this Agreement without Heritage's prior written consent. This consent may not be unreasonably withheld by either party.
21. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.
22. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement and of act required to be done and performed by the parties.
23. **Defined Terms.** All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine, and neuter pronouns), as the case may be. The paragraph headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit, or describe the intent or scope or in any manner affect this Agreement.
24. **Waiver.** Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions.
25. **Severability.** If any section of this Agreement shall be found to be unenforceable, such finding shall not affect the enforceability of any other section or the Agreement as a whole.
26. **Electronic Signature.** This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have read, understand, and agree to be bound by the terms of this Agreement and have executed this Agreement by their duly authorized representatives as of the date first written above.

HERITAGE HEALTH SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CASCADE COUNTY SHERIFF'S OFFICE

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A - SERVICES

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off-site medical claims which have been tendered by County to Heritage for processing as provided for in Attachment B.
- Heritage will negotiate with local providers to participate in the Heritage Network.
- Heritage will pay providers at Heritage's negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with a customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- For full transparency, the Heritage invoice will include the billed amount from the provider, the Medicare price, and the invoiced amount to the County.
- Heritage shall notify providers and facilities of the change in third Party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.
- Providers will be notified that Medicaid must be billed for patients admitted to the hospital with a 24 hour stay. Heritage will notify Providers of their responsibility to bill Medicaid, as appropriate.
- The County will not be responsible for payment for any pre-existing medical conditions.

Reporting:

- Standard and Ad Hoc reporting will be provided.
- Data management and exchange including eligibility files and off-site authorization files.
- Invoices will be delivered via secure email or uploaded to Heritage's secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
 - Upon request, Heritage will produce two check cycles each month to facilitate paying providers twice monthly if the County is willing to fund the payments twice monthly. In such event, Heritage will send a check register to the County for review. The County will fund the designated account, Heritage will then pull funds from the designated account and pay providers. Heritage will produce and send invoices to the County monthly.
- The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with

supporting details including:

- | | | | |
|----------------|-------------------|-------------------------|------------------|
| • Claim Number | • Member DOB | • Primary Diagnosis | • Billed Amount |
| • Member Name | • Provider Name | • Diagnosis Description | • Invoice Amount |
| • Member ID | • Provider Tax ID | • Date(s) of service | |

- The Quarterly Utilization and Cost Review will include, but is not limited to:
 - Admissions by Hospital Provider
 - Inpatient Admissions and Days by Hospital Provider with quarterly trending
 - Average Cost Per Admission with trending by quarter and/or Fiscal Year
 - Number of Emergency Department runs by quarter and/or Fiscal Year
 - Number of Emergency Department runs by diagnosis
 - Number of Emergency Department runs by provider facility
 - Total claims processed, billed charges, invoiced amount, and savings for period
 - The high-cost claims report includes claim details for all claims in the period that exceed a mutually agreeable cost.
 - Heritage's account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

Performance Requirements

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
 - a. Average Speed of Answer 30 Seconds
 - b. Abandonment Rate 4%

ATTACHMENT B – PRICE OFFERING

Heritage will adjudicate and pay all inmate medical claims on behalf of the County for medical services which occur outside the Detention Center. Heritage will negotiate, in good faith, with providers, to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials \$40.00

Any price offering better than 70% to Billed Charges from the provider, Heritage retains 40% and the County receives 60% of the savings. Heritage will honor County's provider, that conducts Rape Kits, negotiated rate that is better than 70% to billed.

The County will only pay Heritage processing fees for the denial of claims which the County has preapproved as denials prior to Heritage's receipt of the claim.

March 14, 2023

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	A resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds
INITIATED & PRESENTED BY	Les Payne, Public Works Director
ACTION REQUESTED	Approval of Resolution 23-13

BACKGROUND

This resolution is to approve the 2023 Distribution of Bridge and Road Safety and Accountability Program Funds, also known as BaRSAA. The 2023 funds to be used on the preventative maintenance overlay, width, and crown preservation treatments, of approximately 2.3 miles, which include Wilkinson Lane, 34th St NW, 31st St NW, and 27th St NW. Total MDT funds requested: \$282,181.28. A 5% County match (\$14,109.06) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

RECOMMENDATION

Approval of Resolution 23-13 requesting distribution of Bridge and Road Safety and Accountability Program Funds.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commissioners **APPROVE** Resolution 23-13, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commissioners **DISAPPROVE** Resolution 23-13, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

Resolution 23-13

WHEREAS, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, the project(s) to be funded is:

Wilkinson Lane, 27th, 31st, and 34th St NW, preventative maintenance overlay.

and,

WHEREAS, the local match for the allocated funds has been budgeted from

Road Services Raw Materials (2110-218-C0200-400.450)

THEREFORE, NOW BE IT RESOLVED THAT:

1. Cascade County requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.
2. That the Commission hereby empowers and authorizes the Public Works Director to execute such further documents as may be necessary to facilitate the distribution of said funds.

Passed and Adopted this 14th day of March 2023.

Board of County Commissioners
Cascade County, Montana

ATTEST:

Rae Grulkowski, Chair

Sandra Merchant, Clerk & Recorder

James L. Larson, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Joe Briggs, Commissioner

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

2023 BaRSAA City Fuel Tax Allocations

City	City Allocation Funds
ALBERTON	\$14,354.91
ANACONDA	\$142,472.93
BAINVILLE	\$16,717.12
BAKER	\$64,256.32
BEARCREEK	\$5,169.32
BELGRADE	\$243,687.71
BELT	\$16,749.92
BIG SANDY	\$28,902.59
BIG TIMBER	\$57,723.26
BILLINGS	\$2,521,408.51
BOULDER	\$42,972.15
BOZEMAN	\$1,116,486.34
BRIDGER	\$25,638.84
BROADUS	\$22,011.95
BROADVIEW	\$7,771.39
BUTTE	\$804,481.87
CASCADE	\$25,993.26
CHESTER	\$34,486.42
CHINOOK	\$43,416.09
CHOTEAU	\$69,289.88
CIRCLE	\$28,831.86
CLYDE PARK	\$14,926.82
COLSTRIP	\$58,831.92
COLUMBIA FALLS	\$132,230.91
COLUMBUS	\$63,068.46
CONRAD	\$76,302.11
CULBERTSON	\$28,787.71
CUT BANK	\$83,753.90
DARBY	\$22,125.34
DEER LODGE	\$95,724.95
DENTON	\$13,857.57
DILLON	\$108,057.23
DODSON	\$8,202.77
DRUMMOND	\$9,926.70
DUTTON	\$15,904.21
EAST HELENA	\$65,476.07
EKALAKA	\$19,584.76
ENNIS	\$33,532.76
EUREKA	\$45,444.48
FAIRFIELD	\$24,529.37
FAIRVIEW	\$35,684.89
FLAXVILLE	\$5,360.16
FORSYTH	\$62,928.02
FORT BENTON	\$65,015.56
FORT PECK	\$18,372.34
FROID	\$14,173.84
FROMBERG	\$13,470.77
GERALDINE	\$16,024.84
GLASGOW	\$89,088.11
GLENDIVE	\$132,060.00
GRASS RANGE	\$6,985.11
GREAT FALLS	\$1,341,538.17
HAMILTON	\$122,284.74
HARDIN	\$100,464.01
HARLEM	\$25,914.39
HARLOWTON	\$38,116.69
HAVRE	\$220,651.08
HELENA	\$807,573.05
HINGHAM	\$9,416.24
HOBSON	\$12,463.38
HOT SPRINGS	\$25,355.75
HYSHAM	\$15,228.73
ISMAY	\$5,069.61
JOLIET	\$16,166.23

City	City Allocation Funds
JORDAN	\$18,580.38
JUDITH GAP	\$9,357.02
KALISPELL	\$576,972.58
KEVIN	\$13,125.31
LAUREL	\$175,115.39
LAVINA	\$9,675.69
LEWISTOWN	\$179,195.64
LIBBY	\$89,354.18
LIMA	\$13,510.99
LIVINGSTON	\$216,485.79
LODGE GRASS	\$16,492.95
MALTA	\$63,309.94
MANHATTAN	\$63,386.49
MEDICINE LAKE	\$15,556.98
MELSTONE	\$8,807.41
MILES CITY	\$237,481.56
MISSOULA	\$1,555,393.92
MOORE	\$12,215.87
NASHUA	\$18,972.65
NEIHART	\$5,085.15
OPHEIM	\$9,080.16
OUTLOOK	\$7,082.69
PHILIPSBURG	\$36,732.54
PINESDALE	\$26,049.99
PLAINS	\$33,604.63
PLEVNA	\$55,903.62
POLSON	\$10,124.70
POPLAR	\$144,904.46
POPLAR	\$23,122.37
RED LODGE	\$82,135.62
REXFORD	\$3,091.38
RICHEY	\$11,765.02
RONAN	\$58,793.75
ROUNDUP	\$68,958.92
RYEGATE	\$13,303.89
SACO	\$12,816.83
SAINT IGNATIUS	\$23,155.58
SCOBEE	\$42,576.94
SHELBY	\$121,311.77
SHERIDAN	\$22,253.99
SIDNEY	\$168,305.29
STANFORD	\$20,517.05
STEVENSVILLE	\$52,104.19
SUNBURST	\$25,502.50
SUPERIOR	\$33,173.02
TERRY	\$39,491.55
THOMPSON FALLS	\$48,970.56
THREE FORKS	\$66,172.92
TOWNSEND	\$53,298.06
TROY	\$27,275.79
TWIN BRIDGES	\$14,195.67
VALIER	\$35,156.49
VIRGINIA CITY	\$19,375.38
WALKERVILLE	\$34,087.26
WEST YELLOWSTONE	\$39,186.36
WESTBY	\$11,345.62
WHITE SULPHUR SPRINGS	\$46,403.67
WHITEFISH	\$226,848.75
WHITEHALL	\$31,979.74
WIBAUX	\$24,712.99
WINIFRED	\$11,722.50
WINNETT	\$15,841.22
WOLF POINT	\$72,678.65

Total City Allocations: \$14,675,686.36

2023 BaRSAA County Fuel Tax Allocations

County	County Allocation Funds
BEAVERHEAD	\$205,425.87
BIG HORN	\$181,836.26
BLAINE	\$167,383.14
BROADWATER	\$94,841.45
CARBON	\$122,488.37
CARTER	\$85,794.66
CASCADE	\$282,181.28
CHOUTEAU	\$193,869.48
CUSTER	\$115,545.72
DANIELS	\$69,778.52
DAWSON	\$119,153.29
DEER LODGE	\$53,717.23
FALLON	\$70,031.64
FERGUS	\$182,684.32
FLATHEAD	\$695,053.38
GALLATIN	\$484,823.46
GARFIELD	\$123,940.08
GLACIER	\$162,474.49
GOLDEN VALLEY	\$46,035.36
GRANITE	\$78,820.90
HILL	\$187,120.77
JEFFERSON	\$140,826.37
JUDITH BASIN	\$85,532.52
LAKE	\$251,625.20
LEWIS AND CLARK	\$386,411.25
LIBERTY	\$79,779.72
LINCOLN	\$288,044.73
MADISON	\$169,158.78
MCCONE	\$93,037.26
MEAGHER	\$67,764.45
MINERAL	\$83,771.51
MISSOULA	\$439,054.37
MUSSELSHELL	\$82,129.59
PARK	\$151,643.93
PETROLEUM	\$51,533.36
PHILLIPS	\$164,843.36
PONDERA	\$97,762.79
POWDER RIVER	\$92,676.25
POWELL	\$94,180.23
PRAIRIE	\$61,825.46
RAVALLI	\$394,414.94
RICHLAND	\$125,213.10
ROOSEVELT	\$144,406.61
ROSEBUD	\$158,682.59
SANDERS	\$169,721.16
SHERIDAN	\$101,749.42
SILVER BOW	\$53,774.30
STILLWATER	\$128,920.76
SWEET GRASS	\$68,103.36
TETON	\$136,298.97
TOOLE	\$99,345.37
TREASURE	\$30,959.07
VALLEY	\$208,210.06
WHEATLAND	\$48,452.13
WIBAUX	\$41,389.43
YELLOWSTONE	\$418,661.23
Total County Allocations:	\$8,932,903.30

February 7, 2023

County Commissioner
Cascade County
325 2nd Avenue North - Courthouse Annex - Room 111
Great Falls, MT 59401

FEB 10 2023

Subject: Bridge and Road Safety and Accountability Program (BaRSAA) Fuel Tax Allocation

MDT is pleased to notify you of your new fuel tax allocation provided by the 2017 legislature thru the Bridge and Road Safety and Accountability Act (BaRSAA) Program. The new user fee was effective on July 1, 2017.

As provided for in MCA 15-70-130, by March 1 of each year the Montana Department of Transportation (MDT) must allocate BaRSAA funds to each city, town, county and consolidated city-county government in Montana. BaRSAA program funds are in addition to the existing fuel tax distributions provided for in MCA 15-70-101 and 7-14-102(2).

BaRSAA funds are allocated in the same proportion and using the same ratios provided for in MCA 15-70-101(2)(b), (2)(c), and (3). Allocations are calculated based upon the statutory formula. Road mileage reflects each city and county's locally certified mileage received by MDT this past year and the population estimates are based on the 2021 US Census Bureau's population estimates. The allocation available for your local government to request beginning March 1 is summarized below:

Local Government	2023 BaRSAA Allocation
Cascade County	\$282,181.28

Beginning March 1, 2023, local governments may request distribution of their 2023 BaRSAA allocation from MDT. Local governments must match each \$20 requested for distribution with at least \$1 of local government budgeted matching funds. Reservation requests can be made between September 1st and November 1st. Per MCA 15-70-130, an adopted resolution is required for distribution and reservation of funds; resolution templates are available on the League of Cities and Towns' and Montana Association of Counties' websites. Distribution and reservation requests must then be made using the WebGrants online application system. This system will allow uploading of the signed resolution and for electronic entry of the information necessary for the distribution and/or reservation of funds to local governments.

Educational resources including a video Webinar and PDF instructions on how to request distribution or reservation of BARSA A funds, transfer BARSA A funds, make corrections in WebGrants, and completing and submitting Annual Reports can be found on MDT's website under Road and Bridge. Please note that Annual Reports are due December 31st of each year for all projects still marked as underway in the Webgrants online application system. If you have not submitted annual reports for 2018, 2019, 2020, 2021 and 2022 projects still marked underway, please do so at your earliest convenience.

Additional information on the BARSA A program is available on the MDT, Montana Association of Counties, and Montana League of Cities and Towns websites.
<https://www.mdt.mt.gov/roadbridge/>

If you have any questions, please contact Geoff Streeter at (406)444-9131 or gstreeter@mt.gov.



Brian Andersen, Supervisor
MDT Geospatial Information Section

Copy: Carol Strizich
Larry Flynn
Linda Hicks

March 14, 2023

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	A Resolution increasing funds within the Cascade County Bridge and Road Safety and Accountability (BaRSAA) Program
INITIATED & PRESENTED BY	Les Payne, Public Works Director
ACTION REQUESTED	Approval of Resolution 23-16

BACKGROUND

Resolution 23-13 was approved at the March 14, 2023, Commission meeting for the 2023 Bridge and Road Safety & Accountability Act (BaRSAA) funds to be used on the preventative maintenance overlay, width, and crown preservation treatments, of approximately 2.3 miles, which include Wilkinson Lane, 34th St NW, 31st St NW, and 27th St NW. Total MDT funds requested: \$282,181.28. A 5% County match (\$14,109.06) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450). (Reference: Resolution 23-13).

RECOMMENDATION

Approval of Resolution 23-16 a budget appropriation of revenues and expenditures in the amount of \$251,588 for the Distribution of Bridge and Road Safety and Accountability (BaRSSA) Program.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commissioners **APPROVE** Resolution 23-16, a budget appropriation of revenues and expenditures in the amount of \$282,181.28 for the Distribution of Bridge and Road Safety and Accountability (BaRSSA) Program.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution 23-16, a budget appropriation of revenues and expenditures in the amount of \$282,181.28 for the Distribution of Bridge and Road Safety and Accountability (BaRSSA) Program.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET APPROPRIATION
WITHIN CASCADE COUNTY BRIDGE AND ROAD
SAFETY AND ACCOUNTABILITY (BaRSAA) PROGRAM**

RESOLUTION 23-16

WHEREAS, the State of Montana increased Fuel Tax specifically for the Bridge and Road Safety and Accountability (BaRSAA) Program via House Bill 473 effective July 1, 2017 providing additional funding for county roads and bridges; and

WHEREAS, Cascade County's allocation for the Fiscal Year 2023 is \$282,181.28 for which the County submitted an eligible project via Resolution 23-13 and requested distribution of their allocation for payment; and

WHEREAS, a budget amendment is necessary to appropriate revenues and expenditures in the amount of \$282,181.28 to recognize the BaRSAA distribution received towards the eligible road project; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 14th Day of March, 2023.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

ATTEST:

Sandra Merchant, Clerk & Recorder

March 14, 2023

Agenda #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Submission of Application to DNRC for State Land Easement

INITIATED AND PRESENTED BY: Phoebe P. Marcinek, Deputy County Attorney

ACTION REQUESTED: Approval of Resolution 23-14

BACKGROUND:

The Board of Cascade County Commissioners (Board) has been approached by the Missouri River Open Lands Preservation (MROLP) asking the Board to acquire a Public Recreation Park easement over about 79 acres of State Trust Land; land which is further described as Government Lots 6 & 7, Section 23, Township 20 North, Range 3 East, along Fox Farm Road in Great Falls, Montana. MROLP wishes to create an open space to allow recreation by hikers, dogwalkers, bird watchers, and nature enthusiasts in the community, as provided for by MCA Section 77-2-101. MROLP intends that the State Trust Land and its vegetation shall be preserved in a natural state to protect its ecological integrity, wildlife habitat, and water quality.

The Department of Natural Resources and Conservation (DNRC) requires that an Easement Application Form be submitted to the DNRC in order to begin the process of appraisal and potential sale of the Land, as further specified under MCA Section 77-2-102. The Board intends to work concurrently with MROLP to prepare and submit the application and start the process of potentially acquiring this Public Recreation Park easement. If the Board decides to move forward with the agreement with MROLP, after submission of the application to DNRC, the cost of acquiring the State Trust Land, and any other associated costs, will be paid solely by MROLP with no costs paid for by the County.

RECOMMENDATION:

Cascade County Staff recommends that the Board of County Commissioners adopt the resolution, moving forward with the submission of the easement application to DNRC, contingent upon MROLP producing payment for the application fee.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

“Madam Chair, I move Cascade County Commission **APPROVE** Resolution 23-14, for the submission of the easement application to DNRC.”

MOTION TO DISAPPROVE:

“Madam Chair, I move Cascade County Commission **DISAPPROVE** Resolution 23-14.”

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF THE SUBMISSION
OF APPLICATION TO DNRC FOR A
STATE LAND EASEMENT**

RESOLUTION 23-14

WHEREAS, the Board of Cascade County Commissioners (Board) has been approached by the Missouri River Open Lands Preservation (MROLP) asking the Board to acquire a Public Recreation Park easement over about 79 acres of State Trust Land (State Trust Land), a process described under Title 77, Montana Code Annotated; and

WHEREAS, the State Trust Land is further described as Government Lots 6 & 7, Section 23, Township 20 North, Range 3 East, along Fox Farm Road in Great Falls, Montana; and

WHEREAS, MROLP desires to contract with the Board in order to be assigned the easement, allowing MROLP to create an open space to allow recreation by hikers, dogwalkers, bird watchers, and nature enthusiasts in the community, as provided for by MCA Section 77-2-101; and

WHEREAS, MROLP intends that the State Trust Land and its vegetation shall be preserved in a natural state to protect its ecological integrity, wildlife habitat, and water quality; and

WHEREAS, the Department of Natural Resources and Conservation (DNRC) requires that an Easement Application Form (Application) be submitted to the DNRC in order to begin the process of appraisal and potential sale of the Land, as further specified under MCA Section 77-2-102; and

WHEREAS, the Board intends to work concurrently with MROLP to prepare and submit the application and start the process of potentially acquiring this Public Recreation Park easement on this 79 acres of State Trust Land;

WHEREAS, if the Board decides to move forward with the agreement with MROLP, after submission of the application to DNRC, the cost of acquiring the State Trust Land, and any other associated costs, will be paid solely by MROLP with no costs paid for by the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County, Montana that the application to the DNRC for a Public Recreation Park easement on Government Lots 6 & 7, Section 23, Township 20 North, Range 3 East, shall be submitted. MROLP shall pay any and all fees associated with this submission.

PASSED AND ADOPTED by the Board of County Commissioners of Cascade County, Montana, this _____ day of March, 2023.

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chairperson

Jim Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Cascade County

Fox Farm State Lands Project

DNRC Easement Application

Packet Inclusion

\$50 Application Fee

Easement Application Form

Exhibit A – Notarized Surveyor form

Exhibit B – Legal Description & Applicant Signature

Exhibit C – Certificate of Survey

Attachment #1 - Project Explanation

Attachment #2 - Project maps

March 14, 2023

APPLICATION FOR RIGHT OF WAY EASEMENT IN STATE LANDS

(Application Fee -- \$50.00)

NOTE: Easement requests are processed on a first come, first served basis. Department review of complete application packages may take a minimum of 120 days. Incomplete applications and those requiring further information may take longer.

The best method of describing the land needed for the right of way in all such cases is to describe the centerline and give the width on each side.

Please locate the starting point of the proposed right of way by giving its distance and bearing from the nearest public survey monument in the same section; then give the bearing and distance of each course of the line; and locate the terminus in the same manner as the starting point; whenever the line intersects a quarter section line, locate the point of intersection in the same manner also.

The description given in the application will be copied into the right of way deed. It must be so definite and complete that from it the right of way may readily be located upon the ground without the plat.

If the right of way runs through an intervening tract which is *not* state land, it may be shown on the tracing or plat, but *must not* be included in the description in the application as this might result in errors in writing the deed.

No application should include land in more than one section. Show the acreage required for the right of way in each forty-acre tract of *State land* in the place provided in this blank.

The application must be signed by or for the applicant, and certified correct by the endorsement of the engineer. Write the name of the applicant exactly the way it is to appear in the deed.

TRACING OR PLAT. Tracings or plats must accompany the application. These tracings or plats should be so plain that anyone can readily ascertain the section, township and range and see what forty-acre tracts the right of way runs through. A scale of 1 inch to 400 feet is commonly used.

There must be two copies of the tracing or plat duly verified by the affidavit of the land surveyor who has prepared the same endorsed thereon. They must show the "quantity of land taken by the proposed highway or street or other easement from each forty-acre tract or government lot of State land over or through which it passes and also the amount of land remaining in each portion of such forty-acre tract or government lot." (Part of Section 77-2-102(2) Montana Code Annotated)

For the sake of reference other than State lands may be shown on the plat, but they should be indicated by different colors. *If the proposed right of way follows a river or railroad right of way or other right of way, such river or right of way should be shown and also the area of the intervening strip, if any.*

The affidavit of the surveyor or professional engineer to be endorsed on the *tracing or plat* should be substantially in the following form:

STATE OF MONTANA,

County of CASCADE

SS.

James S Kendall

being duly sworn says: That he/she is the LAND SURVEYOR who made the survey of the right of way shown hereon; that the survey was correctly and accurately made; that the tracing or plat thereof is true and accurate and that it correctly shows the quantity of land required for the right of way in each forty-acre tract or government lot and also the amount of land remaining in each portion of such forty-acre tract or government lot.

Subscribed and sworn to before me this 7th

day of March

April

2021



MARIE ELLEN JOHNSON
NOTARY PUBLIC for the
State of Montana
Residing at Great Falls,
Montana
My Commission Expires
February 21, 2023

Marie Ellen Johnson
Notary Public for the State of Montana

GREAT FALLS

Montana, APRIL 7

2021
200

To the State Board of Land Commissioners

State of Montana

Application is hereby made under the provisions of Section 77-2-101 through Section 77-2-107 of the Montana Codes Annotated, 1979, and Acts amendatory thereto by Cascade County for a right of way easement for Public Park Recreational use on 79.27 acres through Government Lots 6 + 7, Section 23, Township 20N, Range 3E, County of Cascade.

Duly verified tracings or plats in duplicate accompany this application and are made a part hereof. The tract or strip of land required for the said right of way is more particularly described as follows:

A tract or strip of land _____ feet wide, _____ feet on each side of a centerline described as follows:

DESCRIPTION

See attached exhibit

ACREAGE TAKEN FROM EACH FORTY OR GOVERNMENT LOT OF STATE LAND

		Forwarded	acres
NE $\frac{1}{4}$ NE $\frac{1}{4}$	acres	NE $\frac{1}{4}$ SW $\frac{1}{4}$	"
NW $\frac{1}{4}$ "	"	NW $\frac{1}{4}$ "	"
SW $\frac{1}{4}$ "	"	SW $\frac{1}{4}$ "	"
SE $\frac{1}{4}$ "	"	SE $\frac{1}{4}$ "	"
NE $\frac{1}{4}$ NW $\frac{1}{4}$	acres	NE $\frac{1}{4}$ SE $\frac{1}{4}$	acres
NW $\frac{1}{4}$ "	"	NW $\frac{1}{4}$ "	"
SW $\frac{1}{4}$ "	"	SW $\frac{1}{4}$ "	"
SE $\frac{1}{4}$ "	"	SE $\frac{1}{4}$ "	"
Forward	acres	Total	acres

Gov't Lot 6 47.92 Acres
Gov't Lot 7 37.00 Acres

Signature of Applicant _____
(as the same is to appear in
the deed)

CASCADE COUNTY
REPRESENTATIVE

By _____

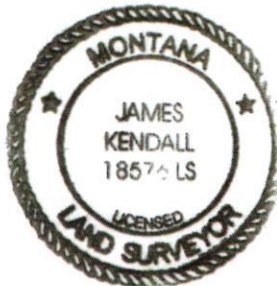
Address _____

(SEAL)

LAND SURVEYOR

I James Kendall, the Land Surveyor who surveyed the right of way for which application is hereby made, do hereby certify that the description of the right of way as given in this application is accurate and correct in every particular according to the survey and that the acreage required for the right of way through each forty-acre tract under this petition is correctly given.

Dated at 11:25 a.m., this 7th day of APRIL, 2021



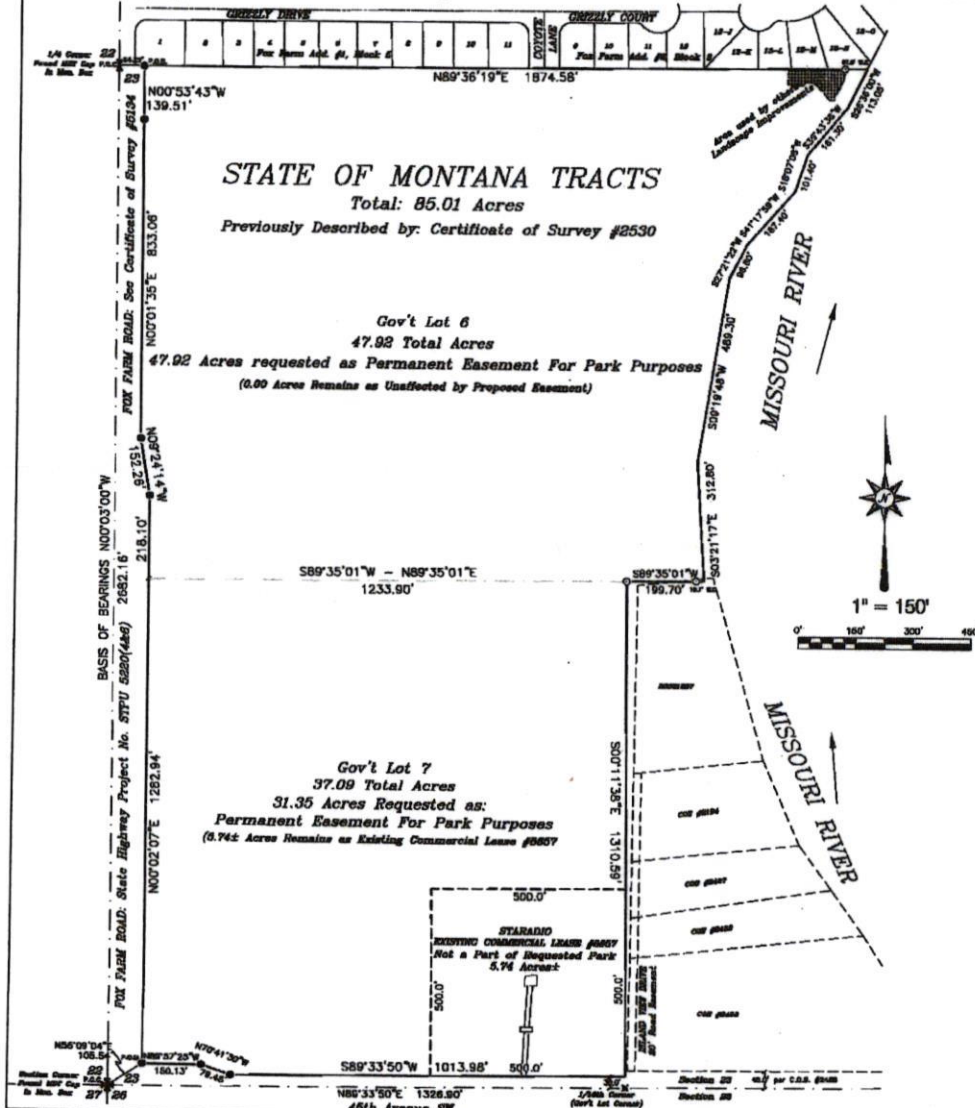
KENDALL LAND SURVEYING, INC.

Address 510 4th Ave. No. APT. 1

Great Falls, MT 59401

CERTIFICATE OF SURVEY

BEING THE RETRACEMENT OF EXISTING TRACTS OF RECORD FOR THE ISSUANCE OF A PERMANENT EASEMENT FOR PARK PURPOSES
Affecting Government Lots 6 & 7 of Section 23, T20N, R3E. P.M.M., Cascade County, Montana



PURPOSE OF SURVEY:

SURVEY BEING COMMISSIONED BY MISSOURI RIVER OPEN LAND PRESERVATION GROUP per instructions of the Montana State Board of Land Commissioners. The purpose of this survey is to provide a permanent record showing the underlying evidence used to re-form the boundary of a tract of land (State Trust Land) for requesting the issuance of a Permanent Easement For Park Purposes.

PANEL A. EASEMENT DESCRIPTIONS

GOVERNMENT LOT 6 of SECTION 23, T20N, R3E, P.M.M.: A parcel of land lying in the Southeast Quarter (SE1/4), Section 23, T20N, R3E, Principal Meridian Montana, Cascade County, State of Montana, more particularly described as:

Commencing at the West Quarter (W1/4) corner of Section 23 being a Montana Department of Transportation aluminum cap and in accordance hereto a metal monument here (thence N89°36'19"E along the east-west mid section line a distance of 94.25 feet to the Point of Beginning, being a fixed 1/2" right-of-way monument; thence continuing N89°36'19"E along the east-west mid section line (also being the south line of Fox Farm Addition 1 & 2) a distance of 1874.28 feet to a point on the meander line of the Missouri River; thence along said Missouri River meander line the following areas: (1) a distance of 113.00 feet; thence S28°47'30"W a distance of 107.29 feet; thence S18°07'00"W a distance of 101.40 feet; thence S11°17'38"W a distance of 187.40 feet; thence S27°21'33"W a distance of 98.50 feet; thence S07°19'45"W a distance of 486.30 feet; thence S28°17'17"E a distance of 212.80 feet to a point on the north line of Government Lot 6; thence departing the Missouri River meander line S89°35'01"W along the north line of Gov't Lot 6 a distance of 186.70 feet; thence continuing S89°35'01"W along the north line of Gov't Lot 7 a distance of 1233.90 feet to a point on the east right-of-way Fox Farm Road; thence N89°35'01"E along the east right-of-way Fox Farm Road a distance of 216.10 feet; thence N89°34'14"W along said east right-of-way a distance of 102.25 feet; thence continuing along the right-of-way N00°01'30"E a distance of 633.00 feet; thence N00°01'30"E along the east right-of-way Fox Farm Road a distance of 126.21 feet to the Point of Beginning. All in Section 23, T20N, R3E, Cascade County, Montana. Containing 47.92 Acres and being subject to any easements, restrictions, leases or covenants of record or otherwise.

GOVERNMENT LOT 7 of SECTION 23, T20N, R3E, P.M.M.: A parcel of land lying in the Southeast Quarter (SE1/4), Section 23, T20N, R3E, Principal Meridian Montana, Cascade County, State of Montana, more particularly described as:

Commencing at the Southeast Corner of Section 23 being a Montana Department of Transportation aluminum cap and in accordance hereto a metal monument here (thence N89°36'19"E a distance of 105.24 feet to the Point of Beginning, being a fixed 1/2" right-of-way monument; thence N00°02'07"E along the east right-of-way Fox Farm Road a distance of 1262.16 feet; thence N89°35'01"E along the south line of Gov't Lot 6 a distance of 1233.90 feet to a point on the west line of Gov't Lot 6; thence S07°19'45"W along the south line of Gov't Lot 6 a distance of 101.40 feet; thence S11°17'38"W a distance of 187.40 feet; thence S27°21'33"W a distance of 98.50 feet; thence S07°19'45"W a distance of 486.30 feet; thence S28°17'17"E a distance of 212.80 feet to a point on the north line of Government Lot 6; thence departing the Missouri River meander line S89°35'01"W along the north line of Gov't Lot 6 a distance of 186.70 feet; thence continuing S89°35'01"W along the north line of Gov't Lot 7 a distance of 1233.90 feet to a point on the east right-of-way Fox Farm Road; thence N89°35'01"E along the east right-of-way Fox Farm Road a distance of 216.10 feet; thence N89°34'14"W along said east right-of-way a distance of 102.25 feet; thence continuing along the right-of-way N00°01'30"E a distance of 633.00 feet; thence N00°01'30"E along the east right-of-way Fox Farm Road a distance of 126.21 feet to the Point of Beginning. All in Section 23, T20N, R3E, Cascade County, Montana. Containing 37.09 Acres and being subject to any easements, restrictions, leases or covenants of record or otherwise.

NOTES & LEGEND

The State of Bearings for this survey is the West line of Section 23, T20N, R3E as labeled and monumented hereto. Said line bears N89°36'19"E from the NE corner of Section 23 to the West 1/4 Corner of Section 23.

Comments of sight and record not shown herein may exist.

Fence lines, meadows and utilities do exist on the subject property. An added that not all improvements are shown.

① Indicates a 5/8" diameter rebar, 24" in length, with 2" aluminum cap, inscribed "SOT 11708LS", found this survey.

② Indicates a 5/8" diameter rebar with plastic cap inscribed "Lindeth 6844E", found this survey.

③ Indicates a 5/8" rebar with plastic cap inscribed "Triangle Engineering 6238PLS", found this survey.

(M) Measured Bearing and Distance per this survey.

(R) Record/Deed Bearing and Distance.

(PC) Point of Commencement

(PB) Point of Beginning

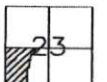
State of Montana)
County of Cascade)

Dated this ____ day of FEBRUARY, 2022 SIGNED: James S. Kendall, PLS



James S. Kendall, being duly sworn says: That he is the Professional Land Surveyor (Montana Registration Number 18576-S) who made the survey of the Proposed Easements shown herein; that the survey was correctly and accurately made; that the plot thereof is true and correct and that it correctly shows the quantity of land required for the Proposed Permanent Easement For Park Purposes in each government lot and also the amount of land remaining in each government lot.

Subscribed and sworn to, before me, on this ____ day of FEBRUARY, 2022 Signature: Notary Public for the State of Montana



KENDALL LAND SURVEYING, INC.

GREAT FALLS, MONTANA 59401
406-217-7707

SCALE: 1" = 150'
DRAWN BY: JSK
DATE: 09/FEBRUARY/2022

Fox Farm State Lands Project

BACKGROUND: DNRC has a fiduciary responsibility to maximize income on state lands for Montana Schools. Income from the Fox Farm state lands parcel has been minimal for many years. In 2017 and 2018 DNRC approached city and county officials to discuss future options for the Fox Farm state lands parcel. During this initial discussion phase, a group of local citizens approached DNRC on possible conservation/recreational use opportunities for the parcel.

DNRC PROJECT EXPLANATION: By Montana law, DNRC must allow a time for people or groups to come forward with a "conservation interest". According to administrative rule "Conservation" means a primary land use for open space, preservation of habitat, natural areas, parks, or related public purposes. There are various ways to accomplish this, some of them are permanent and some more in line with the term of any development, but generally any permanent restriction would be an easement.

Under MCA 77-2-101, the Montana State Land Board can only grant an easement on the Fox Farm parcel for public use to a local government or state government entity with authority to hold the easement. This includes easement for parks, trails, etc. As a practical matter, this means any group that wanted to affect this land in perpetuity would need to both pay for that use and find a government entity to hold the easement.

By law the DNRC is required to charge the fair market value of the encumbered land when selling an easement. An appraisal will be required.

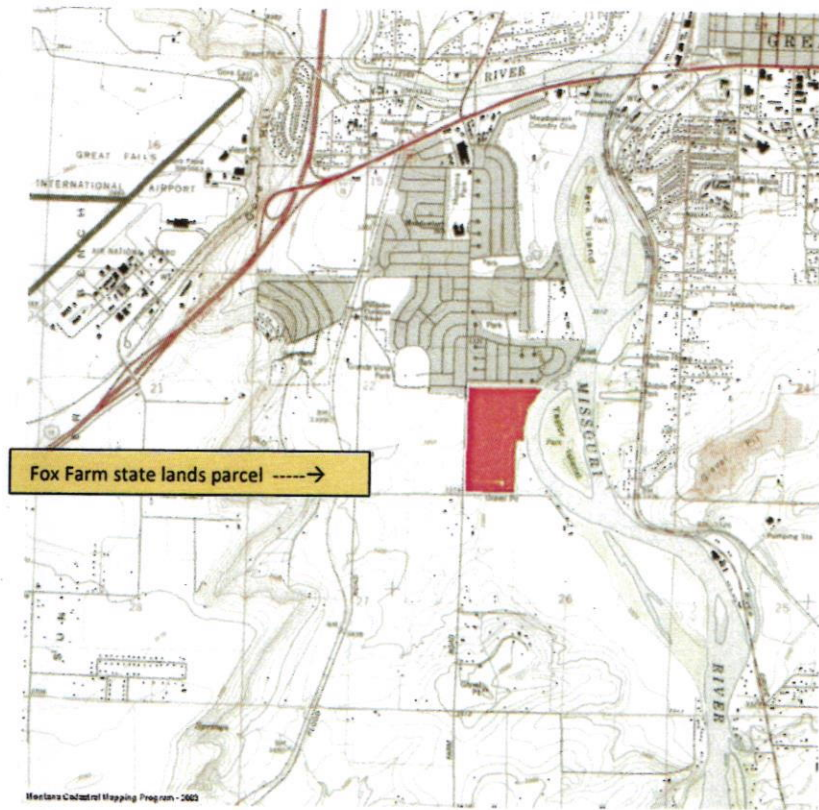
LOCAL GOVERNMENT ENTITY TO HOLD EASEMENT: In 2020, the newly formed group, Missouri River Open Lands Preservation (MROLP) met with Cascade County commissioners requesting the county enter into a lease with DNRC for a public park recreational use easement as described by Montana MCA. On April 28, 2020, the Cascade County commissioners notified DNRC in a letter they desire to pursue an easement as requested by the MROLP.

DELAYS: In 2020 and 2021 the COVID-19 outbreak caused significant delays in the pursuit of an easement by the MROLP and Cascade County. Because of those delays, the county requested additional time to complete the agreement and an official vote.

FINALLY, PROGRESS: At a February 27, 2022 meeting with DNRC, Cascade County and MROLP – all participants said they approved the proposed agreement between DNRC and the county. With that major hurdle resolved, Cascade County commissioners stated they would add this topic to the March 8th commissioners work session and vote to proceed with the application at their March 14th public meeting.

APPLICATION: At the March 14, 2023 Cascade County Commissioner's public meeting they approved a motion to submit an application for easement for the Fox Farm state lands.

GENERAL PROJECT MAPS



Fox Farm State Lands Project



